



**Eugene City Council**

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# EUGENE CITY COUNCIL AGENDA

September 10, 2014

12:00 PM CITY COUNCIL WORK SESSION

Harris Hall

125 East 8<sup>th</sup> Avenue

Eugene, Oregon 97401

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Meeting of September 10, 2014;  
Her Honor Mayor Kitty Piercy Presiding

**Councilors**

George Brown, President

Pat Farr, Vice President

Mike Clark

George Poling

Chris Pryor

Claire Syrett

Betty Taylor

Alan Zelenka

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**CITY COUNCIL WORK SESSION**

**Harris Hall**

**12:00 p.m. A. WORK SESSION: Opportunity Village Eugene Pilot Program**

**12:45 p.m. B. WORK SESSION: Regional Economic Prosperity Update**

*Mayor: The Eugene City Council will now meet in Executive Session to consult with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed. The executive Session is held pursuant to ORS 192.660(2)(h).*

*Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room.*

*Representatives of the news media are specifically directed not to report on any of the*

*deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.*

*\*time approximate*

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The Eugene City Council welcomes your interest in these agenda items. This meeting location is wheelchair-accessible. For the hearing impaired, FM assistive-listening devices are available or an interpreter can be provided with 48 hours' notice prior to the meeting. Spanish-language interpretation will also be provided with 48 hours' notice. To arrange for these services, contact the receptionist at 541-682-5010. City Council meetings are telecast live on Metro Television, Comcast channel 21, and rebroadcast later in the week.

City Council meetings and work sessions are broadcast live on the City's Web site. In addition to the live broadcasts, an indexed archive of past City Council webcasts is also available. To access past and present meeting webcasts, locate the links at the bottom of the City's main Web page ([www.eugene-or.gov](http://www.eugene-or.gov)).

El Consejo de la Ciudad de Eugene aprecia su interés en estos asuntos de la agenda. El sitio de la reunión tiene acceso para sillas de ruedas. Hay accesorios disponibles para personas con afecciones del oído, o se les puede proveer un interprete avisando con 48 horas de anticipación. También se provee el servicio de interpretes en idioma español avisando con 48 horas de anticipación. Para reservar estos servicios llame a la recepcionista al 541-682-5010. Todas las reuniones del consejo estan gravados en vivo en Metro Television, canal 21 de Comcast y despues en la semana se pasan de nuevo.

**For more information, contact the Council Coordinator at 541-682-5010,**

**or visit us online at [www.eugene-or.gov](http://www.eugene-or.gov)**

# EUGENE CITY COUNCIL

## AGENDA ITEM SUMMARY




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### Work Session: Opportunity Village Eugene Pilot Program

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Meeting Date: September 10, 2014  
 Department: Planning & Development  
[www.eugene-or.gov](http://www.eugene-or.gov)

Agenda Item: A  
 Staff Contact: Michael Wisth  
 Contact Telephone Number: 541-682-5540

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#### **ISSUE STATEMENT**

The City's agreement with Opportunity Village Eugene (OVE) permitting use of the Public Works Maintenance site at 111 N Garfield for micro-housing development to assist homeless individuals is due to sunset on October 1, 2014. At this work session, staff will present an overview of the micro-housing program, preliminary outcomes and a recommendation to extend the program for an additional year to October 1, 2015.

#### **BACKGROUND**

On December 10, 2012, the council passed the motion to authorize the City Manager to take the steps necessary to locate a pilot project for a low-cost micro-housing project for homeless individuals at a City-owned property located at 111 N. Garfield Street for a period ending October 1, 2014.

To date, OVE has hosted 58 individuals on the site. OVE currently hosts 33 people in 29 residential units consisting of 20 small bungalows and nine Conestoga huts. The site hosts a number of community spaces and infrastructure, such as showers, a communal kitchen, raised garden beds and a community space with computer access.

OVE has served a diverse number of people over the past year. The attached staff report (Attachment A) highlights a number of outcomes that have been monitored through the program's first year including site and resident characteristics.

The OVE program has attracted considerable attention both regionally and nationally and has recently been highlighted by CNN as a "Better By Design" for reinventing shared spaces. Many other communities, such as Madison, Wisconsin, and Austin, Texas, have developed programs modeled after OVE. Additionally, the City has received positive feedback related to the operation of OVE from surrounding neighborhood groups and residents.

Due to the early positive outcomes of the program, the potential for the continued development of the program and community support, the council is being asked to consider a one-year extension of the City's operating agreement with OVE.

**RELATED CITY POLICIES**

- Eugene Code 4.815 Prohibited Camping, and Eugene Code 4.816 Permitted Camping.
- Council goal for a safe community: A community where all people are safe, valued and welcome, including desired outcomes for decreased property crime, a greater sense of safety, visible and accessible police presence, and better police/community relations.

**COUNCIL OPTIONS**

The council may choose to extend the sunset date of the existing operating agreement, or allow the operating agreement to sunset on October 1<sup>th</sup>, 2015.

**CITY MANAGER'S RECOMMENDATION**

The City Manager recommends extending the existing operating agreement to October 1, 2015.

**SUGGESTED MOTION**

I move to authorize the City Manager to extend the City's existing operating agreement with Opportunity Village Eugene to October 1, 2015.

**ATTACHMENTS**

- A. Staff Report on OVE
- B. OVE Operating Agreement

**FOR MORE INFORMATION**

Staff Contact: Michael Wisth  
Telephone: 541-682-5540  
Staff E-Mail: [michael.c.wisth@ci.eugene.or.us](mailto:michael.c.wisth@ci.eugene.or.us)



## Opportunity Village Eugene Staff Report

9.2.2014

### Background

On December 10, 2012, Council passed the motion to authorize the city manager to take the steps necessary to locate a pilot project for a low-cost micro housing project for homeless individuals at a city owned property located at 111 N. Garfield St for a period ending October 1, 2014. This project would become Opportunity Village Eugene (OVE), a self-managed micro-housing site. The purpose of this report is to provide City Council with a summary of the program and outcomes of the pilot project.

### Program

OVE describes the project as “a collaboration between the housed and the unhoused providing stable, safe, and sustainable places to be through alternative, cost-effective approaches for transitioning the unhoused to more permanent living situations.”

Residents must meet the criteria set by a community agreement. The five central tenets of the community agreement include the prohibition of weapons, alcohol & illegal drugs, theft, persistent disruptive behavior and mandates cooperation with maintenance and up-keep of the village. Residents are required to provide 10 hours per week of labor toward maintaining the village. Also, residents are subject to a background check before entering the village.

While the program is transitional, OVE acknowledges that different participants require different periods of time to gain stability and work to transition from the village. Because of this, there is no hard limit for a resident’s length-of-stay.

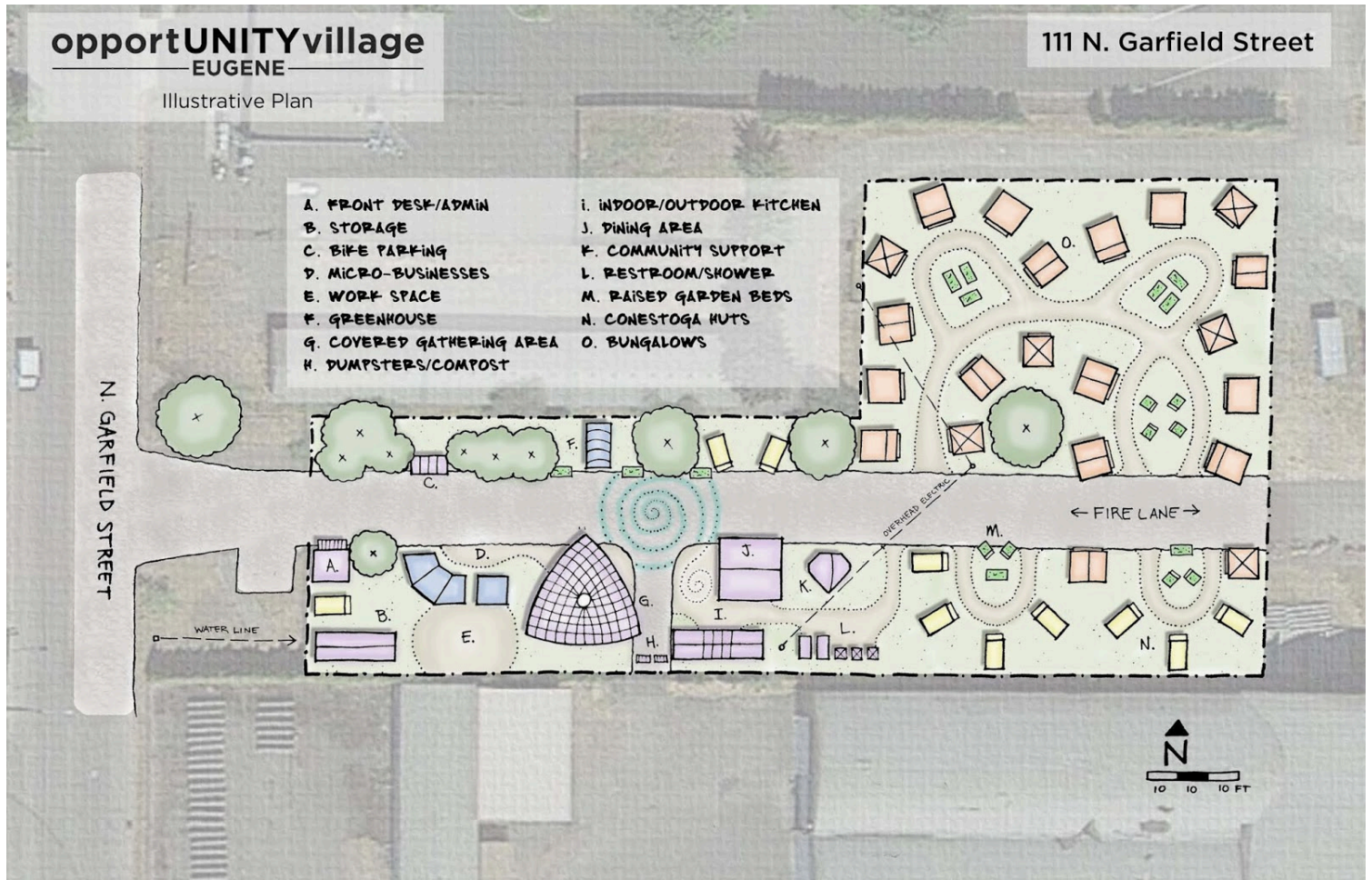
### Site Characteristics

The Site encompasses one lot owned by City located within the designated Eugene Public Works & Maintenance complex and is located at 111 N.



Garfield St. Per the City's agreement with OVE, the site may host up to 45 people and up to 30 residential units.

OVE currently hosts 33 people in 29 residential units. (20 small bungalows and 9 conestoga huts). The site hosts a number of community spaces and infrastructure, such as showers, a communal kitchen, raised garden beds and a community space with computer access. The figure below displays the current layout of the site.



The site has a fenced perimeter and all visitors and guests must check-in at the front desk/administrative building upon arrival. The site has been developed to ensure fire safety standards and access for emergency vehicles.

All residential and community building have been constructed utilizing both resident and volunteer labor. OVE has held regular building parties to assist in the construction of these units.

The site provides water, electric and internet for communal purposes, as individual dwellings are not developed with this amenities.

The nine Conestoga Huts provide 60sf of dwelling space each , while the bungalows, 20 in total, provide between 64- 80sf of dwelling space. A communal kitchen provides 200sf of cooking space. The restrooms, shower and laundry are available on site. A communal heated yurt is the site's largest structure, at 750sf.

### **Resident Characteristics**

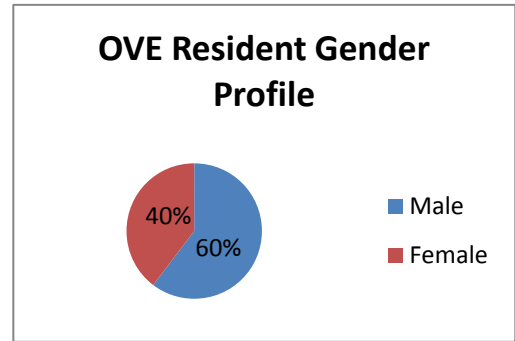
Per OVE's agreement with the City, OVE must submit quarterly reports related to resident data. This data provides valuable information to understand and address the residents' needs and helps to define and work toward outcomes favorable to the resident

At the time of this report, OVE has hosted 58 residents. The village has slowly grown since December 2012 to accommodate 35 people at any given time.



Of the 58 served by OVE, 35 have been male, with the remaining 23 female.

The age profile of OVE’s residents has reflected a large number of its residents tend to be aged between 25-54 years old. The village has housed one resident between 18-24 and seven between 55-64. To date, OVE has not served any resident over the age of 65.



Age	18-24	25-54	55-64	65+
<b>Total # of Residents</b>	1	50	7	0

Racial & ethnic and data related to other resident characteristics are also recorded at intake for residents. At the time of this report, OVE has assisted six veterans, 11 people who identified as having a disability and 13 people who were actively employed at the time of intake into OVE.

As mentioned previously, there are no established limits for a resident’s length-of-stay at the village, as OVE stands by the notion that transitioning out of homelessness requires different timelines for different people. Because of this, people’s tenure within the program is quite diverse. Of the 58 people served by OVE, 20 have received services for 3-6 months. Eight have received services for less than one month, 12 people have received services for 1-2 months and 18 for 7-12 months.

Length of Stay	<1 month	1-2 months	3-6 months	7-12months
<b>Total # of Residents</b>	8	12	20	18



OVE has seen a total of 23 people leave the village since it has opened. Of these 23 people, 12 have transitioned to alternative housing while 10 have left due to violations of the community agreement.

Of the 12 residents who transitioned into alternative housing, nine found permanent housing. Permanent housing includes resident who have found their own apartment or rental home, acquired Section 8 housing or voucher or moved into a permanent housing arrangements with family or friends. Five residents transitioned into permanent rental housing or received Section 8 housing or vouchers. Six residents found permanent housing with family or friends. Over this time, one resident has moved to a transitional housing program. It is assumed that individuals who left due to violations of the community agreement returned to homelessness.

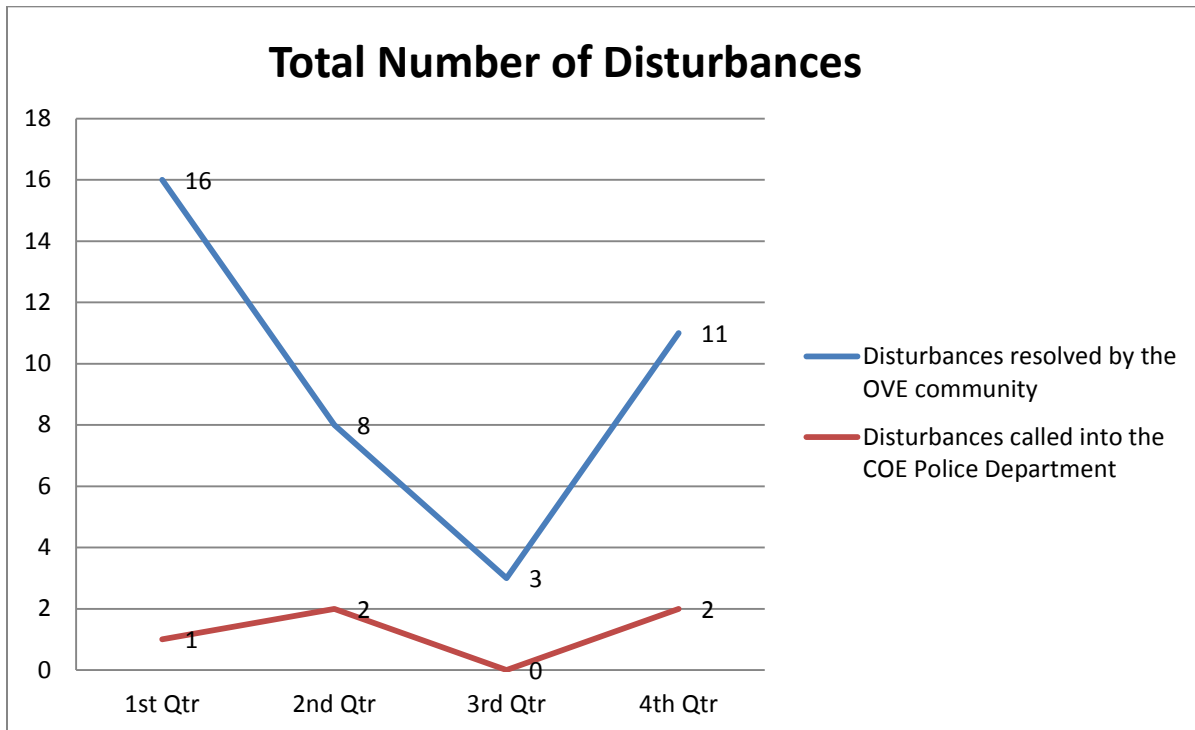
<b>Total # of individuals who departed</b>	23
Rental house or apt.	3
Section 8	2
Moved in with family or friends (permanently)	4
Moved in with family or friends (temporarily)	2
Homeless (e.g. car, street)	10
Jail/Prison	1
Transitional Housing	1

During intake, residents are required to provide information related to their former residence or where they resided prior to entering the village. Residents are given the option to identify Eugene/Springfield, Lane County, Oregon, the US Western Region or elsewhere.

Perhaps surprisingly, 100% of all current and previous residents of OVE have identified the Eugene/Springfield area as their place of residence immediately prior to their acceptance into OVE.

<b>Resident's Previous Location</b>	<b>YTD</b>
Eugene/Springfield Area	50
Within Lane County	0
Within Oregon	0
Within the US West Region not including Oregon (WA, CA, NV, ID, MT, WY, UT, CO)	0
Other	0

OVE staff and residents receive training in conflict meditation and often use these techniques to help settle instances of miscommunication or disturbances within the village. This method has proven useful within the camp. OVE had recorded a precipitous drop in disturbances within the first three quarters following its establishment. The fourth quarter experienced an increase in community resolved disturbances and remained close to average for incidents requiring police intervention. Of the 43 recorded disturbances, only five have resulted in calls to the police department.



### OVE Next Steps

OVE views the first year of operation as a success and will request a year-long extension to remain at the current city-owned site. OVE is also in the concept/planning phases of Emerald Village, a development of 15 larger units which will be co-owned by the villagers.

## OPPORTUNITY VILLAGE OPERATIONAL AGREEMENT

Fixed Term

**BETWEEN:** The City of Eugene,  
an Oregon Municipal Corporation (City)

**AND:** Opportunity Village Inc., a nonprofit organization  
registered with the State of Oregon (Contractor)

**CONTRACT NO.:** 2013-00406

### RECITALS

- A. Eugene City Council authorized the City Manager to take the steps necessary to locate a pilot project for a low cost micro housing project at 111 N. Garfield Street, Eugene, Oregon, hereafter called "the Site," for homeless individuals at the city-owned North Garfield site for a period not to extend beyond October 1, 2014.
- B. The Site encompasses one lot owned by City located within the designated Eugene Public Works Maintenance complex. Site is outlined in blue in attached Exhibit A.
- C. City is required to issue a conditional use permit to locate and establish a temporary low-cost micro housing pilot project at the Site.
- D. Contractor is authorized to administer, manage, and operate the low-cost micro housing pilot project designated as Opportunity Village Eugene, hereafter called "Village," as a transitional housing facility for up to 45 persons and up to 30 residential units.
- E. In consideration of one dollar (\$1.00) paid by Contractor to City, receipt of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

#### 1. Exhibits; Contractor's Representations and Warranties.

- 1.1 **Exhibits.** The Contract between the parties (the "Contract") includes and incorporates into this document (this "Agreement") all of the following:
  - 1.1.1 **Exhibit A.** Aerial Photograph.
  - 1.1.2 **Exhibit B.** Standard Contract Provisions, summarizes certain federal, state and municipal laws that apply to government contracts. The provisions of Exhibit B are statements of law and may not be modified.
  - 1.1.3 **Exhibit C.** Resident Admission Criteria
  - 1.1.4 **Exhibit D.** Resident Application Form, including Background Check Form and Medical Questionnaire
  - 1.1.5 **Exhibit E.** Village Use and Operation Guidelines
  - 1.1.6 **Exhibit F.** Community Agreement
  - 1.1.7 **Exhibit G.** Village Safety and Evacuation Plan
  - 1.1.8 **Exhibit H.** Village Security Plan

**1.1.9 Exhibit I. Pet Policy**

**1.1.10 Exhibit J. Village Quarterly Report Forms**

**1.2 Incorporation of Exhibits and Conditional Use Permit.** The provisions set forth in the above Exhibits are incorporated into this Agreement, and Contractor acknowledges that it is required to comply with those provisions as if fully set forth in this Contract. The parties also agree that, to the extent the Hearings Official or Planning Commission adopt conditions of approval that are not included in this Contract, the Contract will be amended to add provisions consistent with the conditions of approval.

**1.3 Contractor's Representations and Warranties.** Contractor makes the following representations and warranties to City:

**1.3.1** Contractor and Contractor's personnel are and will at all times hereunder be fully qualified by all necessary education, training, experience, licensure and certification to perform the services described in sections 4.2 and 4.3, hereafter called "The Services."

**1.3.2** As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.

**1.3.3** Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

**2. Term.** The term of the contract shall commence on the Effective Date, Section 24, and shall run through October 1, 2014, unless terminated earlier in accordance with section 9 (Termination) below.

**3. Relationship of Parties.** The operation shall be the sole business of Contractor and not a joint venture or endeavor with City. Contractor is an independent contractor and shall never be deemed to be engaged in any partnership with City or to be performing services for the benefit of City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. Further, by execution of this Agreement, the City does not acquire any obligations, except those specifically identified in this Agreement related to the use of the property by Contractor, granting Contractor the right to use city-owned property for the purposes set forth below.

**4. Services.**

**4.1 Commencement.** Contractor may begin operating Opportunity Village on any date after the effective date of this Agreement, pursuant to Section 24 of this Agreement.

**4.2 Key Services.** City grants to Contractor the right to operate the Village for the specific and sole purpose of providing temporary shelter to persons who cannot locate safe and affordable permanent housing and are otherwise homeless. Contractor shall have exclusive rights and responsibilities to create and maintain

the Village for these purposes, as needed and in compliance with zoning approval. Contractor shall not use the Site for purposes other than those outlined herein or conduct any other business without City's prior written consent.

**4.3 Other Services.** To the extent practicable, Contractor shall assist residents of the Village with locating and transitioning to safe and affordable permanent housing. Assistance shall include, but not be limited to, permitting access to the housing site by programs that assist homeless persons with locating and accessing permanent affordable housing.

**4.4 Key Personnel.** City and Contractor designate the following representatives who are responsible for preparing reports, notices, and other communications required under or relating to this Agreement:

City representative/Contract Manager: Jeff Lankston  
Contractor representative: Dan Bryant

**4.5 City's Right to Do Work.** City reserves the right to do work as required within the Contract area. The work referenced herein may include but is not limited to capital improvements intended to maintain the property for use as may be needed after the termination of this Agreement. Every effort will be made by City to coordinate such work with Contractor to minimize any adverse effect to the operations of Contractor.

## 5. Improvement and Maintenance of Site.

**5.1 Required Structures and Accommodations.** Contractor shall construct or place on the Site residential structures for personal storage and sleeping areas, up to 100 square feet in size, common areas, which shall include a Village administration kiosk, kitchen, dining, area, bathroom and shower facilities, gathering space and laundry facilities. All structures shall be built on temporary foundations and shall be removed from the Site as quickly as is reasonably possible following Termination.

**5.1.1 Unauthorized Permanent Changes Prohibited.** Contractor shall not make any permanent structural changes or additions to the Site without first obtaining written consent of the City of Eugene Maintenance Division, including but not limited to making any cuts into, or excavation of the asphalt and concrete pads at the Site.

**5.1.2 Requirement to Obtain Permits.** Contractor shall follow and enforce all directives from the City's Building Official regarding the Site facilities and construction, occupancy, or use of any structures or development at the Site. The City's Building and Permit Services department (BPS) shall receive, process, issue or deny permits for the construction and use of the Site in accordance with state and City Code provisions. Contractor shall not construct or relocate any structure or undertake any development without having first had the application reviewed, approved and a permit issued by BPS. Contractor shall not allow use of any building or structure for which a permit has been issued until the necessary inspections have been performed and occupancy has been

granted by the Building Official. Any failure by Contractor to comply with any of the requirements of this section shall constitute a breach of the Agreement.

**5.2 Parking and Motor Vehicles.**

**5.2.1** The area to the south of the driveway into the site shall be used for 2 visitor parking spaces. This area will be designated on the Site plan. No long term parking or storage of vehicles will be allowed in this area, or on nearby streets, and a clear emergency access must be maintained at all times. Contractor shall provide off-site vehicular storage for residents of the Village as necessary.

**5.2.2** Motor vehicles will be allowed within the Village for deliveries only.

**5.3 Site and Grounds Maintenance.** During the term of this Agreement, Contractor shall operate and maintain the Village in a safe and sanitary condition, including providing routine and on-going cleaning of the grounds and undertaking all necessary repairs and maintenance as provided by City Code, regulations or administrative orders. All maintenance costs, except for those expressly assumed (in writing) by City, shall be paid by Contractor. If Contractor fails to maintain the Site in safe and sanitary conditions, per this agreement, City may, at its discretion, perform the maintenance work and bill Contractor at normal City rates, or cause the maintenance work to be done and bill Contractor for the actual cost. During the term of this Agreement, Contractor shall be responsible for performing regular, scheduled preventative maintenance.

**5.4 Other Siting Restrictions.**

**5.4.1 Tree Canopy.** No excavation, drilling or permanent structures shall be permitted within the Critical Root Zones of the trees as shown on the Conditional Use final site plan unless approved by City staff. No tree shall have more than 20 percent of its canopy removed in any one pruning unless approved in writing by the Urban Forester

**5.4.2 Utility Easements.** No permanent building, structure, tree, or other obstruction shall be placed or located on or in a public utility easement.

**5.4.3 Storage of Solid Waste.** Exposed solid waste storage areas shall be covered, placed on a paved surface, hydraulically isolated and connected to a wastewater drain in conformance with the Stormwater Management Manual.

**5.4.4 Bicycle Standards.** Contractor shall comply with the bicycle parking standards at EC 9.6105.

**6. Internal Regulations.**

**6.1 Village Use and Operations.**

- 6.1.1 Adopt Resident Admission Process to include completion of a Resident Application Form, Background Check Form and Medical Questionnaire (attached as Exhibit D).
- 6.1.2 Contractor shall monitor and enforce the Village Use and Operation Guidelines (attached as Exhibit E), and require all residents to execute a Community Agreement (attached as Exhibit F).
- 6.1.3 Contractor shall provide a copy of the Village Use and Operation Guidelines to each new resident and shall post the Guidelines, hours of operations, grievance policies and procedures, and Village contact phone number in visible locations at the Village entrance and in common areas.
- 6.1.4 Contractor shall post a phone number for a Village contact person at the Village entrance at all times. The contact person shall be a person with sufficient authority to answer neighbors' questions and resolve issues related to noise and other possible off-site impacts.
- 6.1.5 Failure to follow and/or enforce Village Use and Operation Guidelines shall be considered an Event of Default.
- 6.1.6 No minors (person under the age of 18) may be residents at the Site.
- 6.1.7 Pets are allowed only as provided in the Pet Policy.

## 6.2 Safety Measures.

- 6.2.1 Contractor shall maintain, implement and enforce the Village Safety and Evacuation Plan (attached as Exhibit G) to ensure the safety of the Village facilities, residents, guests, neighbors and the general public.
- 6.2.2 Contractor shall post the current Village Safety and Evacuation Plan in visible locations at the Village entrance and in common areas.
- 6.2.3 Contractor shall conduct ongoing training on fire safety with residents. At least once every six months, Contractor shall hold a fire drill in which all residents on-site will participate with Eugene Fire Marshal's Office present. Proof of fire drills shall be documented and recorded in Village operations records.
- 6.2.4 Failure to follow and/or enforce the Village Safety and Evacuation Plan shall be considered an Event of Default.

## 6.3 Security Measures.

- 6.3.1 City shall install security fencing around the perimeter of the site with two gates located on the east and west sides of the perimeter. The east gate shall remain locked and opened for emergency access only. The west gate shall be the sole entrance and exit to the Village. Fencing to the south of the Village will be 3 feet from any existing structure.
- 6.3.2 Contractor will comply with all of City's security policies and procedures.
- 6.3.3 Contractor shall maintain, implement and enforce the Village Security Plan (attached as Exhibit H) to ensure adequate security for protection of the Village facilities, residents, guests, neighbors and the general public.
- 6.3.4 Contractor shall post the current Village Safety and Evacuation Plan in visible locations at the Village entrance and in common areas.
- 6.3.5 Failure to follow and/or enforce the Village Security Plan shall be considered an Event of Default.

## 7. City's Right of Access

- 7.1 Eugene Police, Fire and Emergency Services employees shall have the right to access the Site at all times to provide services and establish compliance with the Village Safety and Evacuation Plan, and Village Security Plan.
- 7.2 Eugene Public Works employees shall have the right to access the Site at all times for on-going, routine, and frequent maintenance of public infrastructure on-site.
- 7.3 Other city representatives will have access to the Site and all of the contained structures as necessary to inspect the condition of the facilities and to determine Contractor's compliance with Village objectives and Contractor's obligations under this Agreement. City will notify Contractor with 24 hours' notice for the purposes of inspection, observation or examination related to maintenance and repair issues, except in the case of emergency situations where access must be immediate. A Contractor representative will have the option of accompanying the City representative for all visits.

**8. Financial Obligations and Reporting.** City and Contractor agree to the following:

- 8.1 In exchange for use of City's property, Contractor shall operate and maintain Village in a financially self-sufficient manner to achieve its purposes and cover all operation and maintenance costs in compliance with the approved conditional use permit.
- 8.2 Upon reasonable advance notice, City or its authorized representatives may, from time to time inspect, audit and make copies of any Contractor's records that relate to this Agreement.
- 8.3 Contractor shall submit Village Quarterly Reports (attached Exhibit J) beginning January 31, 2014, for the periods ending December 31, 2013, March 31, 2014, June 30, 2014 and September 30, 2014. Reports shall be submitted within 31 days of the end of the reporting period.

**9. Termination.** Notwithstanding any other provisions hereof to the contrary, the Contract may be terminated as follows:

- 9.1 **Expiration of Term.** The Contract terminates on October 1, 2014, unless terminated earlier pursuant to the provisions set forth below.
- 9.2 **For Convenience.** The parties may terminate the Contract at any time by mutual written agreement.
- 9.2 **For Cause.** Either party may terminate the Contract if the other party is in breach of any provision hereof which breach continues for more than 30 days after a notice describing the breach has been given unless, in the case of a breach which cannot be cured within such 30-day period, the breaching party immediately initiates and diligently prosecutes a plan of curative action that is acceptable to the non-breaching party. Notwithstanding the foregoing, termination for a recurring breach may be made if the breach is uncured within seven days after the second notice in any twelve-month period and immediately,



without opportunity for cure, in the third or any subsequent notice of breach in any twelve-month period.

**9.3 Required by Public Interest.** City may terminate the Contract on any date specified in a notice if the City Manager determines that termination of the Contract is required by the public interest.

**9.4 Notice.** Notice of Termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.

**9.5 No Notice Required.** The Contract terminates automatically, without notice, on October 1, 2014. City may terminate the Contract prior to that date without prior notice upon 1) Contractor's abandonment of the site, 2) Contractor's failure to have in force any insurance required by the Contract, 3) if Contractor breaches the City's security requirements, or 4) if Contractor fails to maintain any certificate or license required for performance of the Services.

**10. Default.** The following shall constitute an "Event of Default" under this Agreement:

**10.1 Breach of Contract Obligations.** Except as otherwise provided in this Agreement, an Event of Default shall occur upon the failure of Contractor to cure a violation of any term, provision or condition of this Agreement within thirty (30) days after written notice is given to Contractor by City specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if Contractor begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. City may require, as a part of the cure of any violation by Contractor, reimbursement by Contractor to City of any and all costs and expenses incurred by City by reason of Contractor's violation of this Agreement.

**10.2 Second Failure to Cure.** If Contractor cures a deficiency in the manner described in section 10.1, Contractor's subsequent failure to comply with the same term or condition shall constitute a default without requirement of opportunity to cure.

**10.3 Abandonment.** If Contractor fails to operate the Village for thirty days (30) without reasonable cause, and written notification to, and express, prior written approval of City, City may treat such inactivity as a default under this Agreement and City may exercise any rights it may have as in the case of a default for which Contractor is not entitled to notice. Only those circumstances that are beyond the reasonable control of Contractor and make it impracticable to continue operations will be deemed reasonable cause for suspension of operations.

**11. Remedies and Parties' Obligations upon Termination.**

**11.1 Termination.** In the Event of a Default by either party, this Agreement may be terminated at the option of the non-defaulting party by giving notice in writing to the other party.

- 11.2** Upon Termination of the Agreement, the parties' rights and obligations shall be as follows:
- 11.2.1** Contractor shall vacate the Site as quickly as is reasonably possible, but in no event more than 45 days following notice of termination or, where notice is not required, upon actual termination; remove any property of Contractor, including any and all temporary structures that it owns; perform any cleanup, alterations or other work required to leave the Site in clean and usable condition; and deliver any and all keys to City.
- 11.2.2** On the 46<sup>th</sup> day following notice of termination, or actual termination where no notice is required, City may re-enter, take possession of the operating areas, and remove any persons' property by legal action or by self-help with the use of reasonable force and without liability for damages. City may deny access to all residents, except for the limited purposes of removing their personal property. Access may be limited to regular business hours. Any personal property of Contractor and/or residents remaining on Site forty five (45) days after termination of this Agreement for any reason shall be deemed abandoned by Contractor, title to such property shall vest in City, and City may make any disposition of such personal property as it deems appropriate. City may charge Contractor for the reasonable costs incurred in disposing of such personal property.
- 11.2.3** Following re-entry or abandonment, City shall have no further obligation hereunder and may grant all operation rights and privileges to any other entity.
- 11.3 Damages.** If this Agreement is terminated for any reason, Contractor's liability to City for damages for breach shall survive such termination.
- 11.4** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to City under applicable law.

**12. Indemnity and Insurance Obligations.**

- 12.1** Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the operation of the facility, Contractor's failure to strictly comply with any provision of this Agreement or any other actions or failure to act by Contractor and Contractors employees, agents, officers and contractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City.
- 12.2** Contractor shall be entitled to indemnification from City for payment of damages for which City is liable under the Oregon Tort Claims Act as a result of the negligent acts of its officers, employees and agents. City shall also defend and hold harmless Contractor from all costs and expenses, including attorneys' fees

at trial and on appeal resulting from any claim, suit or other action resulting from personal or bodily injury or property damage for which City is solely liable as a result of the negligence of its officers, employees and agents; provided however, that City shall have no obligation under this section 12.2 if Contractor has been negligent.

**12.3 Insurance.** Contractor shall maintain in force for the duration of this contract the insurance coverage's specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A COPY OF EACH POLICY OR A CERTIFICATE SATISFACTORY TO CITY SHALL BE DELIVERED TO CITY PRIOR TO COMMENCEMENT OF THE CONTRACT. Unless otherwise specified, each policy shall be Written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, non-renewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase Contractor's coverages to the statutory limit for such claims and to increase the aggregate coverage to twice the amount of the statutory limit. The adequacy of all insurance required by these provisions shall be subject to approval by City's Risk Manager. Notwithstanding the general provisions concerning City's remedies for default by Contractor, failure to maintain any insurance coverage required by this contract shall be an Event of Default and cause for immediate termination of this contract by City without notice or opportunity for cure when the failure is due to error by Contractor. Operation of Opportunity Village is prohibited during any period when there is no workers' compensation or liability insurance coverage in full force and effect whether due to cancellation, lapse or for any reason, and automatic termination will occur if the Village is intentionally operated during any prohibited period. If it is discovered that coverage has lapsed, Contractor will immediately cease operations until coverage is restored.

**12.3.1 Commercial General Liability.** Contractor shall maintain a broad form commercial general liability insurance policy covering all operations described in this agreement and that specifically includes coverage for injury or damage resulting from food service operations, liquor legal liability or the intentional misconduct of its employees. Limits of liability shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence, with aggregate of Two Million Dollars (\$2,000,000) for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

**12.3.2 Workers' Compensation Insurance.** Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that

Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

**12.3.3 Comprehensive Automobile Liability.** Contractor shall maintain automobile liability insurance coverage of not less than five-hundred thousand dollars (\$500,000) combined single limit per occurrence for bodily injury, personal injury or property damage.

**12.3.4 Property Insurance.** City shall continue to provide "All Risk" property insurance coverage for all buildings and personal property owned by City and located at the Site. However, City reserves the right to pursue the recovery of expenses from Contractor for any damage to the building or personal property resulting from Contractor's negligence.

City does not assume responsibility for any damage to property owned by Contractor.

- 13. Bonding Requirement.** Prior to commencement of work on the Site, Contractor shall provide good and sufficient performance and payment bonds approved by City, in the amount of \$20,000, to insure the adequate clean-up of the Site following Termination.
- 14. Assignment and Subcontracting.** Contractor shall not assign or subcontract its work under this Agreement, in whole or in part, without prior written approval of City.
- 15. Amendment.** Any amendments to this Agreement, including Exhibits, shall be approved by the City Contract Manager, be in writing, and signed by both parties.
- 16. Non-Discrimination.** During the performance of this Agreement, Contractor agrees as follows:
  - 16.1** Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
  - 16.2** Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as Section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
  - 16.3** Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
  - 16.4** Contractor will comply with the equal employment and non-discrimination requirements of the Eugene Code Sections 4.620, 4.625 and 4.630 as provided below.
    - 16.4.1** During the performance of this contract Contractor agrees as follows:
      - a. Contractor will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, ethnicity, marital status, familial status, age, sexual orientation, or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or

because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.

- b. Those contractors employing 15 or more individuals will develop and implement a plan to insure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, sexual orientation, age, disability, national origin, or ethnicity. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- c. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the human rights commission setting forth the provisions of this nondiscrimination clause.

**16.4.2** Contractor will, prior to commencement and during the term of this contract, provide to city such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the City Manager to determine compliance with section 16.4.1 above.

**16.4.3** If upon an investigation conducted pursuant to rules adopted by the City Manager in accordance with Section 2.019 of the Eugene Code, 1971, there is reasonable cause to believe that Contractor or any subcontractors of Contractor have failed to comply with any of the terms of sections 16.4.1 and 16.4.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to Contractor, pending compliance by Contractor and/or its subcontractors, with the terms of sections 16.4.1 and 16.4.2.

**16.4.4** Failure to comply with any of the terms of sections 16.4.1 and 16.4.2 shall be a material breach of this contract.

**16.5** Contractor will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, Contractor will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

**17. Forum.** Any litigation between City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Lane County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Eugene Division. In no event shall this

Subsection be construed as a waiver by the City of Eugene of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. BUYER, BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

- 18. Attorney Fees and Costs.** In the event action is commenced to enforce or interpret any of the terms of this Agreement, including but not limited to, any action or participation by Contractor or City in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal and review, whether or not taxable as costs, including, without limitation, attorney fees (including estimated fees to collect a judgment entered in favor of the prevailing party), witness fees (expert and otherwise) deposition costs, copying charges and other expenses.

**Attorney Fees:** If any suit, action, arbitration or other proceeding is instituted upon this Contract or to enforce creditor's rights or otherwise pursue, defend or litigate issues related to or peculiar to federal bankruptcy law (including, but not limited to, efforts to obtain relief from an automatic stay), or any other controversy arises from this Contract the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorneys' fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.

The award of costs and expenses after trial de novo following arbitration under ORS 36.400 et seq. shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

- 19. Compliance with Laws.** Contractor shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services.
- 20. Notices.** Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic transmission ("FAX") are set forth below, notices may be delivered by FAX. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

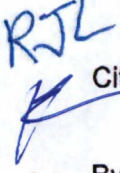
Contractor: Dan Bryant  
1166 Oak Street  
Eugene, OR 97401  
(541) 344-1425

City: Jeff Lankston  
Public Works Division Director  
1820 Roosevelt Boulevard  
Eugene, OR 97402  
(541) 682-4800

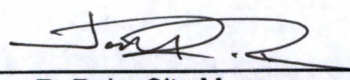
Each party shall notify the other of any change in the name, address or FAX instructions to be used for delivery of notices.

21. **Integration.** The Contract embodies the entire agreement of the parties concerning the Services. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. The Contract shall not be amended except in writing, signed by both parties.
22. **Survival.** Any duty, liability or obligation of a party which arises under this Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of this Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.
23. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.
24. **Effective Date.** This Agreement shall become effective upon the expiration of the 12-day local appeal deadline from the hearings official's decision approving the conditional use permit, or, if appealed to the planning commission, on the date the planning commission's decision approving the conditional use permit becomes final.

In witness whereof, the parties have, through their duly authorized representatives, have executed this Agreement on the dates set forth below.

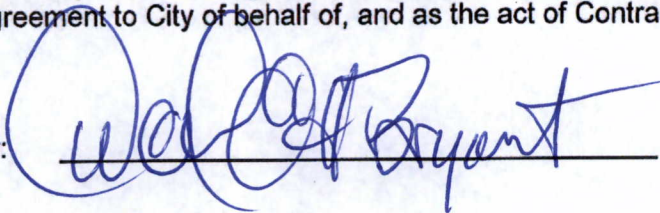
RJL  


City of Eugene

By:   
Jon R. Ruiz, City Manager

Date: 7/31/13

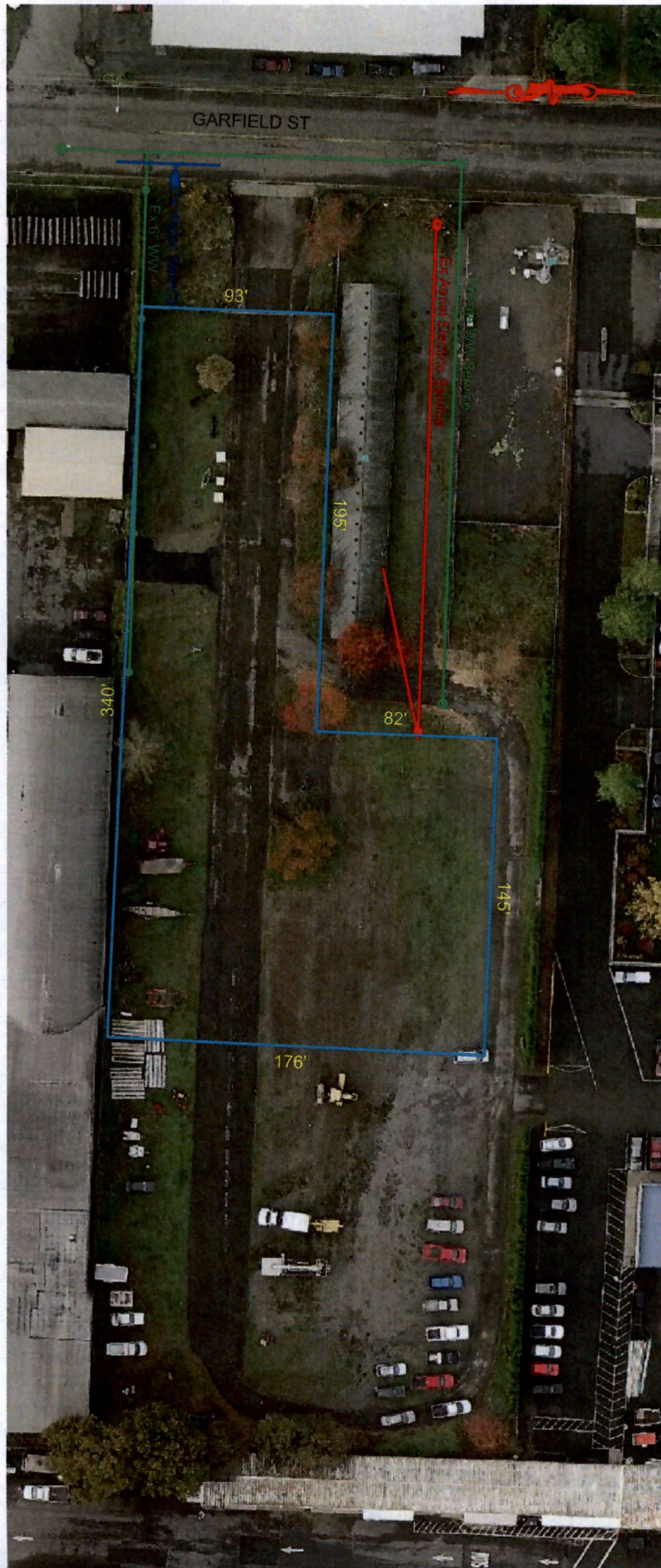
Certification of Signatory: If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor certifies and swears under penalty of perjury and warrants to City that: (a) the full legal name and status of Contractor are as set forth in the caption to this Agreement, and (b) s/he is authorized to execute and deliver this Agreement to City of behalf of, and as the act of Contractor.

By: 

Date: 7-30-13

Tax ID No.: \_\_\_\_\_





**CITY OF  
EUGENE, OREGON**  
DEPARTMENT OF PUBLIC WORKS  
MAINTENANCE DIVISION

**111 GARFIELD STREET**  
**TRANSITIONAL MICRO HOUSING**  
**PROJECT**

DATE	11/29/2013	REV. NO.	1	11/17/10	REVISED 2/19/2013
SCALE	NOT TO SCALE	ASSESS. NO.			
DESIGNED BY	W. Masoner	O.F. NO.			
DRAWN BY	W. Masoner	T.F. PLAN			
PROJECT NO.	1234	TUBE NO.			
		SHEET NO.	1 OF 1	REV.	DATE
					DESCRIPTION
					BY

## EXHIBIT B

**CITY OF EUGENE - STANDARD CONTRACT PROVISIONS**  
**Contracts Subject to ORS Chapter 279B**  
**Goods and Services including Personal Services**  
**OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements**

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

**1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)**

1.1 During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.

(b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.

1.2 The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 1.1 above.

1.3 If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of paragraphs 1.1 or 1.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of paragraphs 1.1 and 1.2.

**2. ORS 279A.120 Nonresident Contractors.**

2.1 As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

2.2 If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

**3. ORS 279B.220 Conditions concerning payment, contributions, liens, withholding.** The Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

4. **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
5. **ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.**
  - 5.1 The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
  - 5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
6. **ORS 279B.235 Condition concerning hours of labor.** The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
7. **ORS 279B.240 Exclusion of recycled oils prohibited.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.
8. **ORS 279A.110 Discrimination in subcontracting prohibited; remedies.**
  - 8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
  - 8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

**Opportunity Village Eugene**

**Resident Admission Criteria**

To be admitted to the village, all applicants must:

1. Be currently un-housed.
2. Be willing to live according to the community agreement, most importantly, be willing to live in a drug, alcohol and violence free environment.
3. Be willing and able to participate in the day to day life and governance of the village.
4. Be willing to undergo a criminal background check and interview process. (anyone with a criminal history of violent or aggravated sexual assault, and anyone not permitted to be near children due to a sexual predation history are not eligible for village membership).
5. Must be at least 18 years of age.

Exhibit D

Opportunity Village Eugene  
Application and Intake Questionnaire

Date: \_\_\_\_\_

Legal/Given Name: \_\_\_\_\_

Name Used: \_\_\_\_\_

Race/Ethnicity: \_\_\_\_\_ Gender: \_\_\_\_\_

How do we contact you? Location: \_\_\_\_\_

Phone: \_\_\_\_\_ Yours/ Friend's

Email: \_\_\_\_\_

Where did you sleep last night? \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Circle one: Single / Married / Partnered

Is your spouse/partner applying to OVE? Yes No

If so, Spouse/Partner's name: \_\_\_\_\_

Do you have a car? Yes No Do you have an RV? Yes No

How much stuff do you have? Backpack Car load Truck load Storage Unit

Do you have a pet? Y N What Kind? \_\_\_\_\_ How many pounds? \_\_\_\_\_ Spay/neuter? Y N

1. How did you become unhoused? \_\_\_\_\_

2. How long have you been without stable housing? \_\_\_\_\_

3. Do you have a source of income? Yes No If so, what source?

4. Do you get Food Stamps? Yes No If not, do you want help applying? Yes No

Item A.

5. Are you in OHP? Yes No If not, do you want help applying? Yes No

6. Do you receive SSI/SSDI? Yes No If not, do you want help applying? Yes No

7. Are you on any housing list? Yes No If so, which? \_\_\_\_\_

8. Have you been active in Homeless issues/activism? Yes No If so, how? \_\_\_\_\_

\_\_\_\_\_

If not, do you want help applying? Yes No

9. Have you even lived in a homeless village or intentional community environment? Yes No

If so, which one and for how long? \_\_\_\_\_

10. Are you a veteran? Yes No Branch \_\_\_\_\_ Type of discharge? \_\_\_\_\_

Do you use the VA for health care? Yes No

11. What goals for you have for yourself? \_\_\_\_\_

\_\_\_\_\_

12. What skill or interests do you have that would contribute to the life of the village?

\_\_\_\_\_

13. Is there anything you would like to tell us about yourself?

\_\_\_\_\_

Signed: \_\_\_\_\_

Intake taken by: \_\_\_\_\_

### Opportunity Village Eugene Background Check Form

Notice: We will conduct a background check on all applicants. If that background check does not match your answers on this form, your application to live in Opportunity Village Eugene will be denied. The only criminal offenses that automatically exclude are forcible/aggravated rape and sexual predation on children.

PLEASE BE HONEST!

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_

Please list the **State and County** in which you have lived in the past **three** years.

1. \_\_\_\_\_  
State County

4. \_\_\_\_\_  
State County

2. \_\_\_\_\_  
State County

5. \_\_\_\_\_  
State County

3. \_\_\_\_\_  
State County

6. \_\_\_\_\_  
State County

Have you ever been convicted of a criminal offense? Yes No

If yes, please state the charges you were convicted on, the date of the conviction, and the City/Town, County and State. (Please use the back of the sheet if you need more room.)

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The information on this form is true and accurate to the best of my knowledge. I give my permission to verify all information provided.

\_\_\_\_\_  
Applicant Signature Date

\_\_\_\_\_  
OVE Representative Signature Date

**Opportunity Village Eugene  
Medical Questionnaire**

We ask these questions so we have a record in case of an emergency. All information will be kept confidential. If you are uncomfortable, feel free to leave the question blank.

1. Do you have any allergies? List: \_\_\_\_\_  
\_\_\_\_\_

2. Are your allergies bad enough for you to need an Epi-Pen? Yes No  
If so, where do you keep it? \_\_\_\_\_

3. Please list ALL medications you are taking: \_\_\_\_\_  
\_\_\_\_\_

4. Please list ALL medications you are were prescribed: \_\_\_\_\_  
\_\_\_\_\_

5. Where do you get your primary medical care? \_\_\_\_\_

6. Please list all diagnosis that you're being treated for? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Do you have any medical coverage? Yes/No What type? (circle one) Insurance VA OHP  
other: \_\_\_\_\_

8. Do you have any communicable diseases? (TB, Hep C, STDs) \_\_\_\_\_

9. Religious Preferences / community (if any) \_\_\_\_\_

10. Who do we contact in case of emergency?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



**Exhibit E.**

## Village Use and Operation Guidelines

1. No resident or guest of the Village shall threaten any person, whether resident, neighbor, guest, invitee or City employee, or engage in conduct that subjects any such person to alarm, including but not limited to, conduct that involves the use of abusive or threatening language or gestures.
2. No resident or guest shall vandalize, deface or destroy any City property, or engage in conduct that degrades the appearance of City property, including conduct that would constitute Offensive Littering under ORS 164.805.
3. No resident or guest shall possess any weapon or any similar instrument that can be used to inflict injury upon a person or damage to property, except to the extent permitted by Oregon law.
4. When present at the Village, no resident or guest shall engage in any criminal behavior as defined by the State of Oregon or the City of Eugene.
5. Residents may not use, possess or share alcoholic beverages, illegal drugs, controlled substances or prescription drugs without a medical prescription, on or at the Designated Temporary Housing Site or within the 111 N. Garfield St. location. Residents may not allow guests to use, possess or share alcoholic beverages, illegal drugs, controlled substances or prescription drugs without a medical prescription at the Village.
6. Minors shall not be allowed to remain as residents at the Village.
7. Pets are allowed on the Village premise only pursuant to the pet policy.
8. Residents, guests, visitors and staff members will access and sign into the Village at the designated entrance.
9. No Visitors and guests shall be allowed entrance into to the Village between 10:00 PM and 6:00 AM.
10. Visitors and guests must limit their stay to no more than two hours and adhere to Village restriction.

### Opportunity Village Eugene Community Agreement

Opportunity Village is a transitional village that provides a safe and secure place to be for those currently without housing. It is a self-governing community that is based on five basic rules:

1. No violence to yourselves or others.
2. No theft.
3. No alcohol, illegal drugs, or drug paraphernalia.
4. No persistent, disruptive behavior.
5. Everyone must contribute to the operation and maintenance of the Village.

I will be a positive member of this community and contribute toward making it a safe, secure, clean and pleasant place to live. Therefore I agree to the following:

- What I do will be based on love and respect for myself and others.
- I will not disrespect others based on ethnicity, religion, gender, sexual orientation, handicap, lifestyle choices, or economic status. We all have the right to expect dignity and opportunity.
- I will help make OVE a place where everyone feels safe and respected. For my own safety as well as the safety of others, I will not carry a weapon or act violently toward others or myself.
- Since stealing is one of the most upsetting things that can happen in our community, I will not steal and will make the members of the Village Council aware of any stealing I see. I will respect other people's property and community property and I expect other people to respect mine.
- I know that illegal drugs and alcohol use can damage my community. I agree not to use illegal drugs or alcohol while residing in the Village.
- I will honor quiet hours from 10PM to 7AM so that others and myself can stay healthy and rested. I understand that no personal guests will be allowed during that time.
- I want to live in a clean, litter-free, comfortable space where I can bring friends, family and other guests. Also, I know that many communities such as ours get closed down for "health and safety" reasons. I will keep the area in and around where I live clean and orderly, and not store any personal items outside of my building footprint or allocated storage space. I will help keep the community areas clean and will pick up after myself and my dog, if I have one, and keep my dog leashed at all times. I understand that only a limited number of dogs will be allowed in the Village in order to maintain an orderly environment.
- I understand that in order to maintain a secure environment there will be a single point of entrance and exit that will be staffed 24/7, and that security shifts will be shared equally among Village residents.
- I know that it can take a lot of work to keep the Village a safe, clean and pleasant place to live. I agree to work at least 10 hours a week on the operation and maintenance of the Village. This includes serving on security teams, helping with kitchen duties, construction projects, maintenance and clean-up crews, helping plan activities and other jobs that need to be shared by community members.
- I also know that there are financial costs to keep the Village running. I will support the goal of self-sufficiency by contributing each month either financially or through sweat equity by participating in micro-business opportunities or fundraising events.

- I will attend the weekly Village meetings, unless I have an acceptable reason for absence, in which case I will find out what went on by reading the meeting notes. I understand that decisions will be made through a majority vote, and that the Board of Directors of the non-profit reserves the right to override decisions made. I agree to abide by all decisions made.
- I affirm that I have completed the Background Check Form honestly along with all other application documents. I understand that if the background check reveals otherwise, I could be asked to leave immediately.

I promise to keep all of these agreements, as well as others that are approved at Village meetings. If I violate any agreements, the members of the Village Council are authorized to ask me to leave temporarily, or, in serious or repeat cases, to leave permanently. I will do so peacefully and not return unless I am authorized to do so.

I know that Opportunity Village is a place where people value community and support each other. I will try to think of ways to make our community a better place to be. When I am concerned or upset with situations in the Village, I will bring these problems to the attention of the appropriate people so that we can work together to figure things out. I willingly sign these agreements that are a contract between Opportunity Village Eugene and me.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Date

**Opportunity Village Eugene  
Village Safety and Evacuation Plan**

1. Residents shall report a fire or other emergency to 9-1-1 through the use of a personal cell phone. All residents also have access to a phone at the front desk in emergency situations.
2. Residents will be notified of a fire or other emergency by word of mouth, and if necessary will relocate and evacuate based upon the designated evacuation route (see Fire Safety and Evacuation Map). All new residents are to be informed on this during the intake process.
3. Individual residents are to be identified to perform the following duties, and new residents shall be informed of who holds these roles.
  - a. Maintenance of systems and equipment installed to prevent or control fires.
  - b. Maintenance, housekeeping, and controlling fuel hazard sources.
  - c. Able to assist others and provide medical aid.
  - d. Take a head count after an evacuation. Identify the names and last known locations of anyone not accounted for and pass them to the Fire Official in charge.
  - e. Provide additional information or explanation of duties under the plan.
4. The following firefighting and fire protection measures will be taken:
  - a. No recreational fires will be permitted within the Village as prohibited by City Code 6.200.
  - b. ABC fire extinguishers will be accessible throughout the Village (see Fire Safety and Evacuation Map for locations).
  - c. Smoke detectors and carbon monoxide alarms will be installed in common buildings and dwellings per City Code, and will be inspected to insure they are functional and replaced if they are not functional.
  - d. A map of the village will be maintained and provided to the Eugene Fire Department.
5. Emergency vehicle ingress and egress
  - a. A fire lane with a minimum width of 20' will be maintained from west to east on the 111 N. Garfield Street parcel to provide access between N. Garfield Street and Crane Lane, and is identified on the Fire Safety and Evacuation Map. There will be lockable gates at the west and east most ends of the Village, and the fire lane will be defined and kept clear of obstructions within the Village.
  - b. A minimum 10-foot setback and right-of-way will be maintained between structures on the Village site.
6. Village residents will participate in at least two fire drills per year with the Eugene Fire Marshal's Office present, using the following procedure:
  - a. Appoint someone to monitor the drill, activate and reset the fire alarm, and time the evacuation.
  - b. Fire drills shall be conducted at varying times and under varying conditions to simulate conditions that could occur during a fire or other emergency. Make it realistic by requiring participants to use their second way out or to crawl low. This can be done by having someone hold up a sign reading "smoke" or "exit blocked by

fire”.

- c. After the evacuation, take a head count at the designated meeting place(s) to account for everyone’s participation and safe evacuation.
- d. After the drill, gather everyone together to discuss questions or problems that occurred. Redesign the drill procedures as needed.

7. The fire drills will be documented and recorded in the Village Operations Records with the following details:

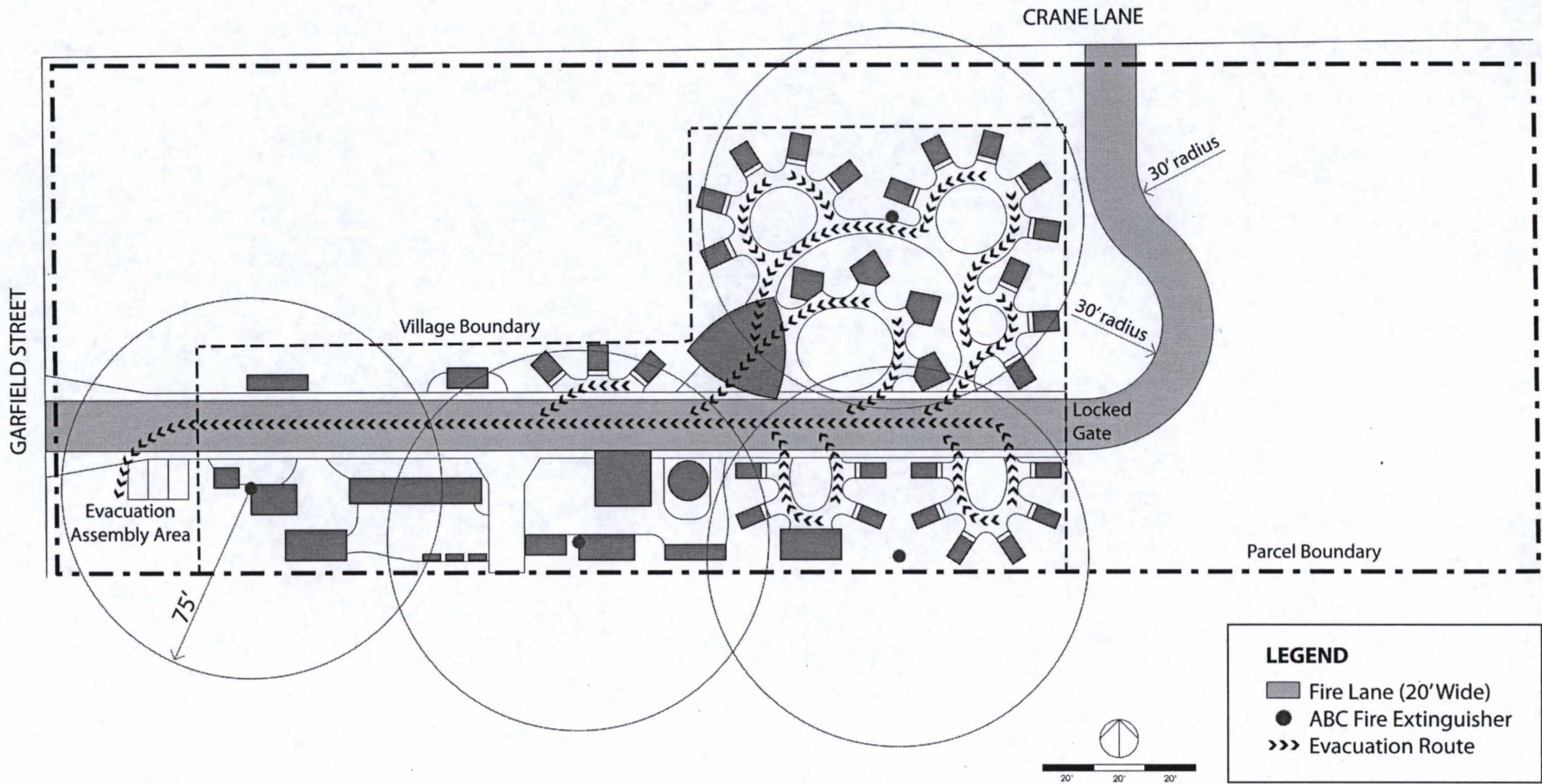
- a. Identify the person conducting the drill.
- b. Date and time of the drill.
- c. Notification method used.
- d. Staff members on duty and participating.
- e. Number of occupants evacuated.
- f. Special conditions simulated.
- g. Problems encountered.
- h. Weather conditions during the drill.
- i. Time required completing the evacuation.

8. Fire Safety and Evacuation Map (next page).

# opportUNITYvillage EUGENE

Pilot Project

## FIRE SAFETY AND EVACUATION MAP



## Exhibit H

### Opportunity Village Eugene Village Security Plan

There are **Three Stages of Response** for maintaining a secure and orderly environment within the Village. Stage 1 is the least severe and most common type of response. Stage 4 is the most severe and least common type of response. Any person responsible for maintaining the security of the Village will receive training on de-escalation techniques.

**Weapons** are not allowed on the Village site. Weapons are defined as firearms, knives (other than small pocket knives or those used for cooking), explosives of any type, clubs or other striking implements.

**The Front Desk** is the only gateway in and out of the Village and shall remain secure. Staffing the front desk is one of the most important duties at Opportunity Village. This will be a mandatory service of all residents. Only residents and Village Volunteers may enter the Village unaccompanied.

The front desk is to be staffed by at least two trained individuals during open hours (6am-12am). At least one person must be a resident. The second may be a resident or a Village Volunteer. Their primary role is to be the “eyes and ears” of the Village during their shift. All visitors will be required to register at the front gate to gain access to the Village. The Front Desk will maintain an “Entrance Log” for residents, operators and visitors.

Staffing the front desk involves the following duties:

- Documenting complaints, incidents, and actions taken in the Front Desk Log
- Inner and outer perimeter checks
- Alert the Village Council members present when an incident occurs
- Notifying residents of visitors and finding an available resident to accompany visitors

The gate will be locked between 12am-6am. During this time, one person is to stay in the adjacent administrative center (or Conestoga hut) in case assistance is needed at the front desk or gate. In the case of an incident, this person should alert the Village Council.

#### Stage 1: Village Council

Village Council members are responsible for enforcing the appropriate action when a Community Agreement is broken.

- Warning
- Level of Action 1: Additional hours towards village maintenance
- Level of Action 2: Temporarily suspended from village
- Level of Action 3: Permanent eviction

Minor offenses will start with a warning and may progress to Level 3 as the offense is repeated. More serious offenses can be an automatic Level 2 or 3.

Any Council member or front desk staff may issue a warning. They may include a recommendation for a level of action to be taken if necessary. Enforcing a level of action requires the vote of a majority of Village Council members.

**Stage 2: Intermediary Security Agency**

When Village Council members are unable to gain the cooperation of another resident when taking a Level of Action, they are to contact the intermediary security agency (entity yet to be determined.) The contract will enable the security agency to act on behalf of the Village in order to gain control of the situation. The phone number for the security agency will be listed at the front desk.

**Stage 3: Eugene Police Department**

The Eugene Police Department (EPD) is welcome to patrol the Village as they would any other neighborhood in Eugene. In cases where the law is being broken and residents or the security agency are unable to gain cooperation of the offender, the police department will be contacted. The previous three Stages of Response are to be tried first if appropriate.

Contact the Eugene Police Department when a person crime is committed or is in progress, or upon a victim's request. Trained Village Staff may resolve lower level crimes such as petty theft and minor criminal mischief.



## Exhibit I

**Opportunity Village Eugene  
Pet Policy**

Service Animals and dogs are honored as an important part of residents' lives. The limited capacity of the Village can support only a small number of dogs. Consequently, the following Pet Policies are part of the Policy Handbook and incorporated into the Community Agreements.

Service Animals are welcome at OVE. A doctor's prescription for a service dog must be shown. If someone with a service dog does not have a prescription, they may seek assistance from OVE in locating a doctor to assess the need and prescribe a service animal. A service animal does not count in the "quota" of dogs. Service Animals must follow the same rules as other dogs. However, if someone has a service animal but cannot obtain a prescription, that animal will be considered a pet and must be counted in the quota on a first come first served basis as outlined below.

- Only dogs are permitted as pets at OVE. There will be a maximum of 5 dogs at OVE at any one time. Space for dogs is on a first come, first served basis.
- All dogs must be tagged with ID as required by local regulations.
- No dogs may be acquired AFTER acceptance into OVE.
- All dogs must be spayed and neutered prior to moving on site. Applicants may seek help from OVE in finding funds/veterinarian for such procedures.
- All dogs must be on leash at all times.

If, at any time, the Village Council finds that a pet either poses a nuisance or danger to others or is not properly cared for, the dog must leave OVE at the instruction of the Village Council. Residents may ask OVE for assistance in the proper training of their dog.

All dogs must be properly kenneled in the kennel area if the resident is off site. The owner must pick up all solid waste for their dog, keep their dog from annoying other residents either through trespass, barking or any other means. Failure to do so can result in the Village Council ejecting the dog from the premises.

**Opportunity Village Eugene  
Village Quarterly Report Forms**

**Reporting Period:** (check one)

- 07/01/13 to 09/30/13       10/01/13 to 12/31/13       01/01/14 to 03/31/14  
 04/01/14 to 06/30/14       07/01/14 to 09/30/14       10/01/14

Participant Information	07/01/13 to 09/30/13	10/01/13 to 12/31/13	01/01/14 to 03/31/14	04/01/14 to 06/30/14	07/01/14 to 09/30/14
Number on the first day of the period					
Number entering during the period					
Number who left during the period					
Number on the last day of the period					

Answer questions 1-4 only for those who entered during the period:

1. Gender	07/01/13 to 09/30/13	10/01/13 to 12/31/13	01/01/14 to 03/31/14	04/01/14 to 06/30/14	07/01/14 to 09/30/14	YTD
Males						
Females						
Transgender						
<b>Total*</b>						

\* Total should be the same as the number who entered during the period.

2. Age	07/01/13 to 09/30/13	10/01/13 to 12/31/13	01/01/14 to 03/31/14	04/01/14 to 06/30/14	07/01/14 to 09/30/14	YTD
18-24						
25-54						
55-64						
65 and above						
<b>Total*</b>						

\* Totals should be the same as the number who entered during the period.

**3. Race or Origin** (can be in more than one category)

**Purpose and Instructions:** This section reports data on the race or origin of residents. To ensure accuracy, and so that no one needs to enter the identity of "other," please define identity as specifically as you can. There is not a "multiracial" category and instead ask that individuals of more than one race be included in each of the races specified. This will cause the race in combination categories to sum to more than the population count.

Race (Required)	07/01/13	10/01/13	01/01/14	04/01/14	07/01/14	YTD
	- 09/30/13	- 12/31/13	- 03/31/14	- 06/30/14	- 09/30/14	
African						
Asian						
Black/African American						
Latino/Hispanic						
Middle Eastern						
Native American/ Alaskan Native						
Native Hawaiian						
Pacific Islander						
Slavic						
White						
Declined to answer						
<b>Total</b>						

**4. Other Characteristics** (can be in more than one category)

Other Characteristics	07/01/13	10/01/13	01/01/14	04/01/14	07/01/14	YTD
	- 09/30/13	- 12/31/13	- 03/31/14	- 06/30/14	- 09/30/14	
Veteran						
Employed						
Female Headed Households						
Elderly Head of Household (over 65)						
Disabled/Special Needs						

**5. Destination.** Of those participants who **left** during the period, how many left for the following destinations?

Destination	07/01/13	10/01/13	01/01/14	04/01/14	07/01/14	YTD
	– 09/30/13	– 12/31/13	– 03/31/14	– 06/30/14	– 09/30/14	
<b>Total # of individuals who departed</b>						
Rental house or apt.						
Public housing						
Section 8						
Shelter Plus Care						
Homeownership						
Moved in with family or friends (permanently)						
Moved in with family or friends (temporarily)						
Transitional housing for homeless persons						
Psychiatric hospital						
Inpatient alcohol or drug treatment facility						
Jail/prison						
Supportive housing						
Homeless (e.g. car, street)						
Other (please specify & add rows as needed)						
Unknown (24 hour guest)						

**6. Reasons for leaving.** Of those residents who **left** during the period, how many left for the following reasons? If a person left for multiple reasons, include only the primary reason.

Reason for Departure:	07/01/13	10/01/13	01/01/14	04/01/14	07/01/14	YTD
	– 09/30/13	– 12/31/13	– 03/31/14	– 06/30/14	– 09/30/14	
<b>Total # of individuals who departed in period</b>						
# who departed voluntarily						
# who departed for rules violations						
# who departed – unknown reason						

**7a. Length of stay.** For those residents who **left** during the period, how many were there for the following lengths of time?

	07/01/13 – 09/30/13	10/01/13 – 12/31/13	01/01/14 – 03/31/14	04/01/14 – 06/30/14	07/01/14 – 09/30/14	YTD
Less than 1 month						
1 - 2 months						
3 - 6 months						
7 - 12 months						
13 - 24 months						

**7b. Length of stay.** For those residents living at the Village on the last day of the quarter, how long have they been at the Village?

	07/01/13 – 09/30/13	10/01/13 – 12/31/13	01/01/14 – 03/31/14	04/01/14 – 06/30/14	07/01/14 – 09/30/14
<i>Total # of individuals on the last day of the period</i>					
Less than 1 month					
1 - 2 months					
3 - 6 months					
7 - 12 months					
13 - 24 months					

**8. Disturbances/disputes within the Village.** On the last day of the quarter how many disturbances/disputes were there in the community? Of these, how many were resolved within the OVE community and how many disturbances were called into the City of Eugene Police Department?

	07/01/13 – 09/30/13	10/01/13 – 12/31/13	01/01/14 – 03/31/14	04/01/14 – 06/30/14	07/01/14 – 09/30/14
<i>Total # disturbances this period</i>					
Disturbances resolved by the OVE community					
Disturbances resolved by intermediary (not COE)					
Disturbances called into the COE Police Department					

**9. Migration to the Village.** Where are people coming from that live in the Village?

	07/01/13 – 09/30/13	10/01/13 – 12/31/13	01/01/14 – 03/31/14	04/01/14 – 06/30/14	07/01/14 – 09/30/14
<i>Total # of new Villagers</i>					
Eugene/Springfield Area					
Within Lane County					
Within Oregon					
Within the US West Region not including Oregon (WA, CA, NV, ID, MT, WY, UT, CO)					
Other					

*Please be sure to attach a qualitative narrative that includes the Villages accomplishments, challenges, needs, and an update on the Villages outreach to community partners and resources during this reporting period.*

Date form was completed and turned into City of Eugene: \_\_\_\_\_







# Opportunity Village Eugene



-47-

# opportUNITYvillage

## EUGENE

“To develop and educate the public about affordable micro-housing solutions for people in life transition, in economic hardship, or seeking a simpler way of life”



# Program

## Agreement with City of Eugene:

City provides site – Nominal Fee

Up to 45 people / 30 dwellings

Conditional Use Permit

OVE cover all operation & maintenance costs

# Program

## OVE Admission

Currently unhoused

Willingness to accept community agreement

Willingness to participate in governance/community activities

Willingness to accept background check

18 or older

# Program

## OVE Rules

No alcohol/drugs/weapons/violence/theft

No persistent disruptive behavior

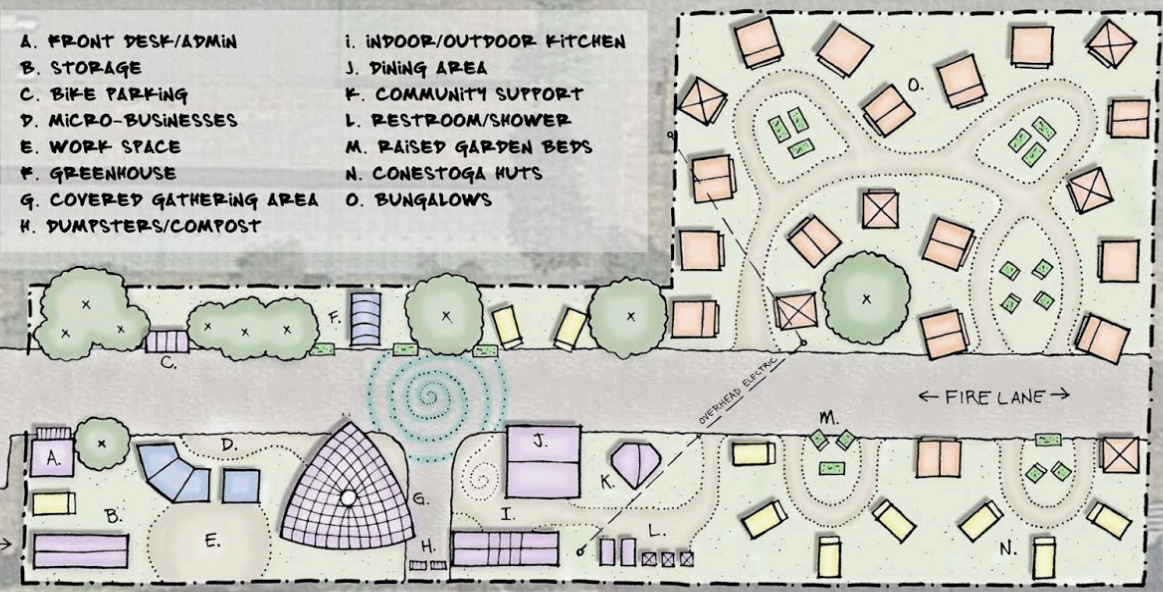
Community Volunteer/Participatory Requirement

# 111 N Garfield

**opportUNITYvillage**  
EUGENE

Illustrative Plan

111 N. Garfield Street

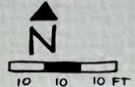


N. GARFIELD STREET

WATER LINE

OVERHEAD ELECTRIC

← FIRE LANE →



# Dwellings

## Conestoga Huts

- 9 on site
- 60sf



# Dwellings

## Bungalows

- 20 on site
- 64 – 80 sf





## Site

# Community Buildings

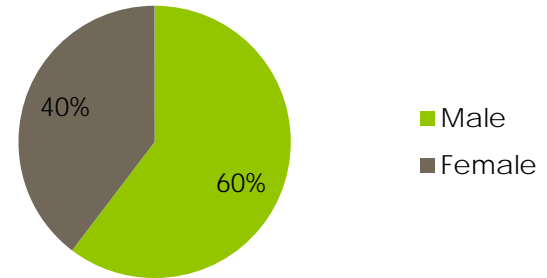
- Heated Community Yurt
  - 750 sf
- Restrooms/Shower/Laundry
  - 112 sf
- Kitchen
  - 200 sf



# Resident Data

33 current residents  
58 served to-date

OVE Resident Gender Profile



Age	18-24	25-54	55-64	65+
Total # of Residents	1	50	7	0

# Resident Data

12 have transitioned out of OVE

- 9 permanent housing
- 3 transitional

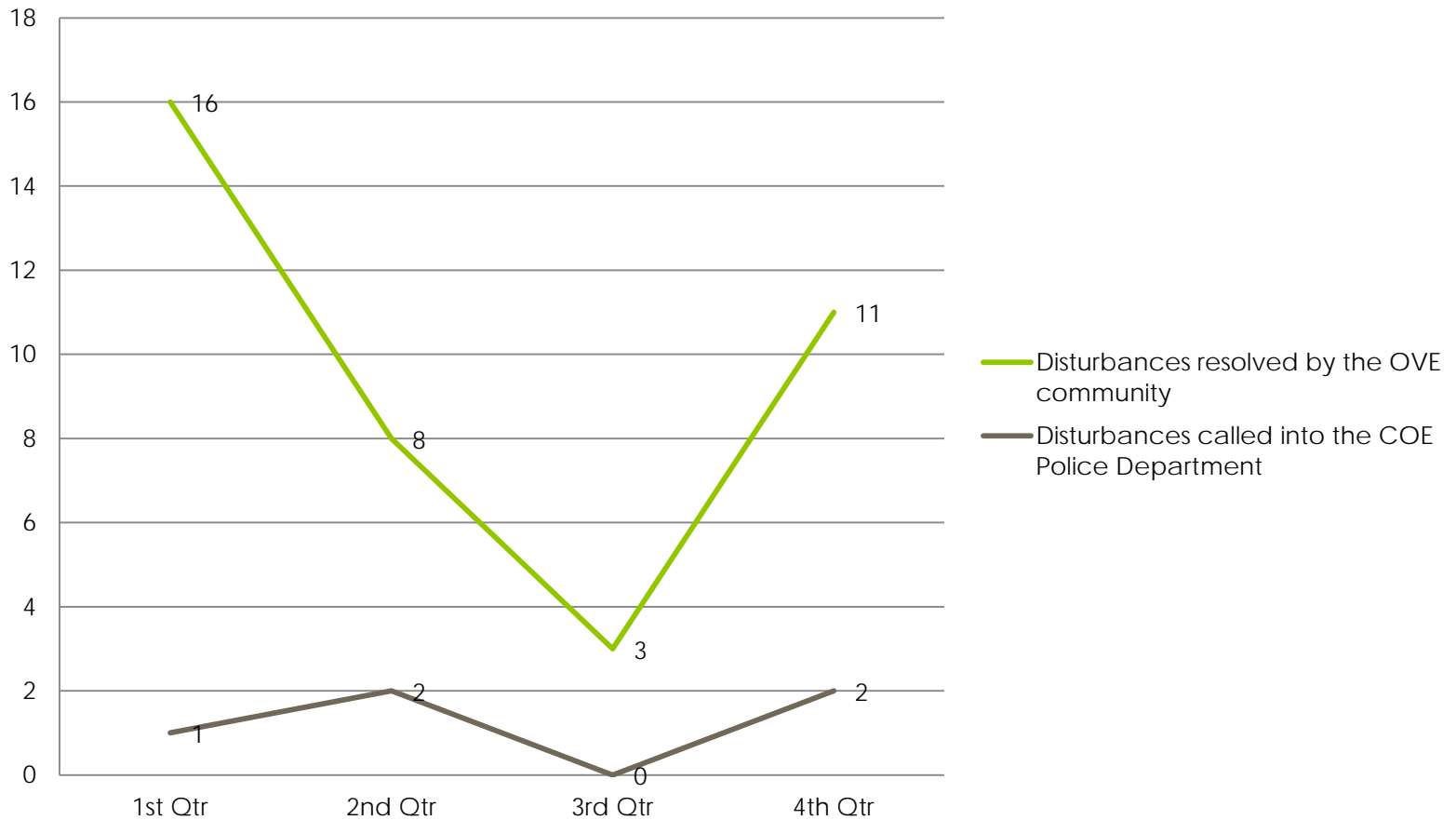
10 left due to violations

All OVE residents from Eugene/Springfield area

Length of Stay	<1 month	1-2 months	3-6 months	7-12 months
Total # of Residents	8 14%	12 21%	20 34%	18 31%

# Resident Data

## Total Number of Disturbances



# Publicity

- **OVE In the News:**
  - • USA Today
  - • Associated Press
  - • CNN
  - • PBS
  - • The Global Urbanist
  - • Good Times Weekly
  - • Oregonian
  - • Register Guard
  - • KLCC
  - • Eugene Weekly
- **OVE has attracted visitors (city officials, advocates, or students) with an interest in replicating the model from the following areas:**
  - • Adelaide, Australia
  - • Washington, DC
  - • Dallas, TX
  - • Ann Arbor, MI
  - • Madison, WI
  - • Buffalo, NY
  - • Santa Cruz, CA
  - • Humboldt County, CA
  - • Chico, CA
  - • Los Angeles, CA
  - • Portland, OR
  - • Medford, OR
  - • Roseburg, OR
  - • Ashland, OR

# Recommendation

1 year extension to October 1, 2015

# Council Options

- Authorize the City Manager to extend the City's existing operating agreement with OVE to October 1, 2015.
- Take no action and direct the City Manager to return with additional information.
- Take no action and allow the program to sunset on October 1, 2014.

# Discussion



# EUGENE CITY COUNCIL

## AGENDA ITEM SUMMARY




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### Work Session: Regional Economic Prosperity Update

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Meeting Date: September 10, 2014  
 Department: Planning & Development  
[www.eugene-or.gov](http://www.eugene-or.gov)

Agenda Item: B  
 Staff Contact: Denny Braud  
 Phone: 541-682-5536

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#### **ISSUE STATEMENT**

At this work session, staff will provide an update on the “Big Look” process that has been initiated to evaluate new approaches to economic development to better serve Regional Prosperity Economic Development Plan goals.

#### **BACKGROUND**

In 2010, the Joint Elected Officials of Eugene, Springfield, and Lane County approved the Regional Prosperity Economic Development Plan which established a shared vision of the region’s economic future. Several of the key strategies in the Plan are linked to the integration of regional economic development goals, the provision of business assistance services to help local businesses and entrepreneurs prosper, and the attraction and retention of jobs within targeted industries.

To help advance the Regional Prosperity Plan goals, Eugene, Springfield, Lane County, and the Eugene and Springfield Chambers of Commerce initiated the “Big Look” process to evaluate new approaches aimed at rejuvenation of regional economic development strategies, and exploration of how a regional economic development organization would support implementation of the Regional Prosperity Economic Development Plan through regional cooperation. The existing economic development organization (Lane Metro Partnership) has been operating at a reduced level with an interim director.

Over the past several months, the Big Look partners engaged the services of an economic development consultant (Allison Larson, TadZo Consulting) to help develop a comprehensive strategy for a regional economic development organization with a renewed focus. The draft Big Look Strategy is included in Attachment A. The Big Look process included a collaboration of Eugene, Springfield, Lane County, and private sector/Chamber of Commerce representatives. The consultant-led work also included input from many regional public and private stakeholders. Additionally, a comprehensive regional competitive analysis was conducted which considered regional assets such as real estate availability, transportation, utilities, human capital, incentives, regulatory environment, sustainability, and overall business climate.

The draft Big Look Strategy primarily focuses on a renewed mission for an economic development organization, updated strategic initiatives, proposed organizational structure and governance, and funding targets. The strategy envisions a public-private model with updated bylaws and board membership that aligns with the proposed new structure. Ultimately, the Strategy outlines an economic development organization with a funding model supported 60 percent through the private sector and 40 percent through the public sector. The anticipated next step would be the establishment of an interim board that could begin the decision-making processes necessary to launch the updated and repurposed organization.

**COUNCIL OPTIONS**

Information only.

**CITY MANAGER'S RECOMMENDATION**

Information only.

**SUGGESTED MOTION**

No motion required.

**ATTACHMENTS**

A. Big Look Strategy

**FOR MORE INFORMATION**

Staff Contact: Denny Braud  
Telephone: 541-682-5536  
Staff E-Mail: [denny.braud@ci.eugene.or.us](mailto:denny.braud@ci.eugene.or.us)

# STRATEGY

## The Big Look



August 2014

**South Willamette EDC Strategic Plan**

## ACKNOWLEDGEMENTS

The Big Look planning process involved a very engaged and committed group of leaders whose insightful questions, sincere collaboration and desire for regional economic prosperity shaped this strategic plan.

Sid Leiken Chair, Lane County Commission	Kitty Piercy Mayor, City of Eugene	Christine Lundberg Mayor, City of Springfield
Steve Mokrohisky Administrator, Lane County	Jon Ruiz City Manager, Eugene	Gino Grimaldi City Manager, Springfield
Glenda Poling Economic Development Manager, Lane County	Denny Braud Community Development Division Manager, Eugene	John Tamulonis Community Development Manager, Springfield
Dave Hauser President, Eugene Area Chamber of Commerce	Dan Egan Director, Springfield Chamber of Commerce	Sheryl Balthrop Gaydos Churnside Balthrop Eugene Area Chamber of Commerce
Tom Herrman Gleaves Swearingen Eugene Area Chamber of Commerce	Craig Wanichek Summit Bank Eugene Area Chamber of Commerce	Erik Jensen Key Bank Springfield Chamber of Commerce
Cossette Rees Lane Transit District Springfield Chamber of Commerce	Mike Eyster University of Oregon Chair, Economic Development Committee for Springfield Chamber of Commerce	

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Item B.

## I. BACKGROUND

The Big Look planning process grew out of low confidence in the Lane Metro Partnership, declining organizational revenues and the resignation of the director. This situation provided an opportunity to evaluate new approaches to economic development that better serve regional goals; and ultimately rejuvenate the regional economic development organizational structure and strategy with a renewed purpose.

Joint Elected Officials of Eugene, Springfield and Lane County have been actively working on a shared vision of the region's economic future. That vision was formally adopted in the Regional Prosperity Economic Development Plan that outlines an ambitious set of goals:

By 2020, create 20,000 net new jobs in the chosen economic opportunity areas; reduce the local unemployment rate to, or below the state average; and increase the average wage to, or above, the state average.

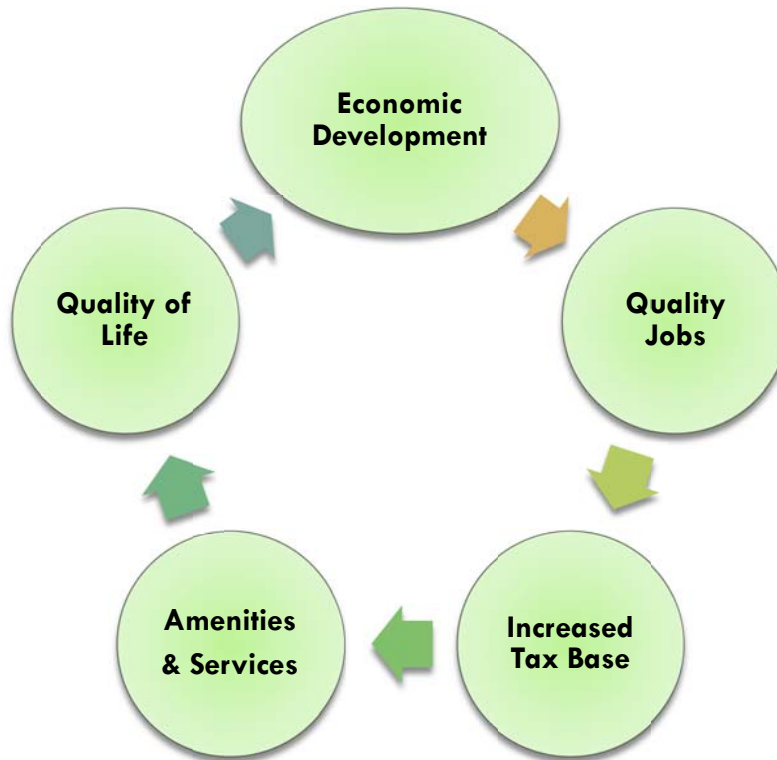
The Big Look planning process explored how a regional economic development organization would support implementation of the Regional Prosperity Economic Development Plan through regional collaboration. This planning process involved numerous partners and stakeholders' input, encompassing:

- Interviews with 46 stakeholders throughout the region;
- 2 formal organizational planning work sessions;
- Partner mapping work session with 15 economic development partner organizations represented;
- Multiple organizational taskforce meetings, focused on structure, funding, and by-laws;
- Meetings and tours during the Regional Competitiveness Assessment with over 42 service providers, economic development resource partners, utilities, agencies and local employers;
- 75 people attended the Regional Competitiveness Briefing; and
- 17 active representatives of the County, Cities of Eugene and Springfield and both Chambers of Commerce serving as the Big Look Steering Committee.

## II. EDC PURPOSE

Successful economic development affects every local resident. Full employment, economic security, home ownership, the ability to fund quality education, fire and police protection, roads and parks, the increased vibrancy of communities – in sum, a good quality of life – all require a growing economy, good jobs, and a growing tax base.

Figure 1: Economic Development “Circle of Life”



There are many approaches to drive regional economic growth. This plan serves as a “reboot” of the regional economic development organization. A new focused mission defines the regional organization’s role.

**Mission of the South Willamette Economic Development Corporation:**

Bring people and resources together to market the region in order to attract traded-sector investment and jobs; while supporting local business retention and expansion; and enhancing the region’s business environment.

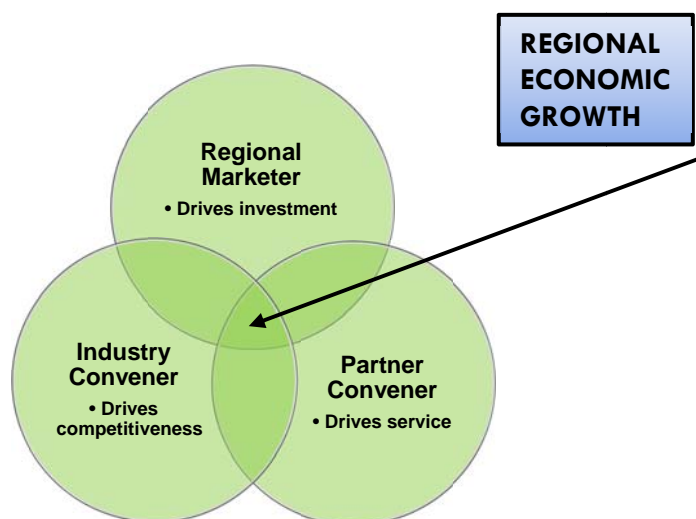
This plan lays out the strategy to move forward on this important mission of work.



### III. STRATEGIC INITIATIVES

The primary work for the South Willamette EDC centers on three inter-related strategic initiatives. The center of the Venn diagram below represents a nexus for regional economic growth. All three initiatives are intricately linked. Findings from one initiative can be helpful input for one or two of the other initiatives.

Figure 2: Strategic Initiatives



#### 1) Regional Marketer

**Goal:** Raise awareness of Lane County as a location of choice in the minds of company decision-makers, site selectors, real estate brokers and other key influencers. Ultimately recruit new businesses and expansions that incur local tax base expansion and quality job growth.

Despite being the most important area of work to regional stakeholders, marketing and business attraction has been the largest gap in regional economic development efforts in recent years. The EDC should lead the region's business attraction of traded-sector industries.

- ➡ Serve clients and partners as a “data hub” by documenting, organizing and constantly updating data on regional assets, including:
  - site selection factors<sup>1</sup>;
  - operating cost comparisons to competitors and target geographies<sup>2</sup>; and
  - economic and fiscal impact analysis<sup>3</sup>.

<sup>1</sup> Documentation from the Regional Competitiveness Assessment, provided in the Implementation Resource Guide, is a good start for this data.

<sup>2</sup> Information on MetroComp®, a software program populated with apples-to-apples comparison data, is provided in the Implementation Resource Guide.

<sup>3</sup> An economic and fiscal impact software model, Regional Project Assessment Model (RPAS), is presented in the Implementation Resource Guide. Analysis with this tool can document impact of locating business in region as a whole; impact on a different community than where the business located; and impact of the total annual EDC project work.

- ➔ Coordinate a clearinghouse for economic development resources by documenting services and business resources (and corresponding case studies<sup>4</sup> to support).
  - Present solution-based descriptions for business versus organization-based descriptions of services. Document what the service provides to businesses.
  - Document service provider, including contact information, how to qualify for service or resource, and value to business.
  - For each resource, document case studies of delivered service or claims to illustrate value to business.

- ➔ Tell “regional story” to promote regional portfolio of assets without bias to individual cities and communities.

- Establish and communicate a regional key message platform. Utilize Industry Roundtables [Strategic Initiative 2] for input from local employers so that messaging is not only aspirational but aligns to regional capabilities.
- Align proof points – data and case studies – to support each key message.
- Develop regional brand that is graphic representation of key message platform.
- Follow consistent brand guidelines for color, font and utilization of brand graphics.
- Work with partners to share a common story of the region, via key message platform and branding. Conduct regional messaging work sessions with partners and EDC board.

“QUALITY OF LIFE IS A GIVEN – DON’T NEED TO GO THERE. QUALITY OF DOING BUSINESS – THE EDC NEEDS TO ADVOCATE FOR AND BRAND OUR COMMUNITY”

CHERYL LOUDERBACK,  
ROYAL CARIBBEAN CRUISES LTD.

- ➔ Position region for target industries.

Traded-sector industry trends, at the county and state levels, were analyzed by the Eugene Area Chamber of Commerce for an industry cluster analysis in 2011. The Regional Prosperity Economic Development Plan also identified 5 key industries (clean tech/renewable energy, health/wellness; advanced manufacturing; software and biomedical).

Examination during the Big Look strategic planning process took into account the Regional Competitiveness Assessment. Further screening of traded-sector industries on regional capabilities and current site selection trends, leads to the recommended “best fit” industries for the EDC’s targeted business recruitment efforts:

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<sup>4</sup> Refer to the Implementation Resource Guide for a step-by-step worksheet for assembling case studies.

Figure 3: South Willamette Regional Targets



The region is not void of talent gaps for all of these targets and will need to continue to focus on skill development and talent attraction to be fiercely competitive for these target industries.

- Align industry targets to employment centers throughout region based on industry requirements and priority location factors.
- Document business case data<sup>5</sup> for each target industry. Most regions and communities promote their community, features and programs, but a business case translates facts into benefits, such as how the assets contribute to making a business' bottom-line profitable. *It offers a clear, compelling value proposition of why a business should be considering your region for a location. A business case proves the answer to this question: "Why should I locate in Lane County versus any other place?"*
- Organize information into print on-demand marketing pieces<sup>6</sup> as well as more in-depth sections on the EDC website.
- Conduct regional competitiveness assessment and target industry update every 5 years to stay relevant on changing trends. A comprehensive target industry analysis includes: economic base analysis; industry trend screening for growth and other important factors that will positively impact the region's economy; capabilities screening based on current state of competitiveness; niche and emerging industry identification; recommended target industries (at the 6-digit NAICS level); and industry intelligence on recommended targets.

<sup>5</sup> Refer to the Implementation Resource Guide for a step-by-step worksheet for assembling relevant business case data.

<sup>6</sup> Example business cases are presented in the Implementation Resource Guide.

- ➔ Design and populate a new EDC website<sup>7</sup> to market regional assets comprehensively. The EDC website is the main tool for regional economic development marketing.
  - Suggested URL: [www.SoWillametteOregonEDC.com](http://www.SoWillametteOregonEDC.com) Providing both the organization name (not acronym) and state are useful identifiers.
  - Complete regular updates as new data becomes available.
  - Link to partner resources.
  - Robustly enhance with case studies that support marketing claims and demonstrate a track record of business success in the region.
  
- ➔ Leverage social media to extend regional brand with news, case studies and other links to information on the regional EDC website.
  - Priority social media tools for business include: LinkedIn and Twitter.
  - Additionally, utilize Facebook and Instagram for talent attraction efforts.
  - Social media is constantly evolving. Track what site selectors and businesses utilize for industry information.
  
- ➔ Proactively generate leads through aggressive marketing.
  - Work with local employers and Industry Roundtables to identify potential prospects in their value chain (vendors and customers). Engage local employers for contact lists and introductions.
  - Leverage Business Oregon and TEAM Oregon for partner marketing opportunities via “pay to play” on external marketing missions, conferences and tradeshows. Evaluate Business Oregon and TEAM Oregon’s annual marketing calendar when it is published.
  - Supplement Business Oregon and TEAM Oregon events with industry conferences and tradeshows<sup>8</sup> relevant to target industries. Solicit input from Industry Roundtables as to priority events. Active participation in industry associations can be as effective, if not more so, than tradeshow booths.
  - Complement traditional marketing with focused lead generation services from a reputable firm<sup>9</sup>. Contract for services that identify companies with real expansion plans who also have an interest in Lane County. Outsourcing lead generation would augment limited staff while foundational work for marketing and organization are underway.
  - Invite partners to participate in external marketing activities to strengthen the regional team.
  
- ➔ Market to site selectors, brokers and other advisors who influence business location decisions.
  - Build a database<sup>10</sup> of professional site selectors, tenant rep real estate brokers and other business advisors. In addition to national contacts, focus on key influencers in Portland since their offices may lead projects throughout the state.

<sup>7</sup> A site map for the South Willamette EDC website has been prepared and is presented in the Implementation Resource Guide.

<sup>8</sup> A list of recommended events for consideration is provided in the Implementation Resource Guide.

<sup>9</sup> A proposal from Research on Investment (ROI) is presented in the Implementation Resource Guide.

<sup>10</sup> Example sources for populating this database are listed in the Implementation Resource Guide.

- Targeted direct mail and e-newsletters based on their preference for hard-copy or electronic marketing.
- Meetings at their office.
- Networking events, such as the Site Selector Guild Annual Conference<sup>11</sup>, Expansion Management's Roundtable Series<sup>12</sup>, Area Development's Consultants Forums<sup>13</sup> or IEDC Conferences.
- Host one to two site selectors for University of Oregon athletic events. Provide a tour of regional assets and reception with EDC board and/or partners.

➡ Conduct professional sales activities with all prospects.

- Prepare comprehensive proposals, tailored to each company's needs and project drivers.
- Organize and carry out well-coordinated client site visits, engaging regional partners.
- Maintain regular follow-up with clients to stay top of mind through the decision-making process.
- Conduct exit survey with all clients, in order to document marketing for wins and weaknesses identified from losses. Communicate findings and focus solutions for common gaps that surface.
- Facilitate aftercare and articulation into local BRE services for companies that decide to locate in Lane County.

## 2) Industry Convener

**Goal:** Learn from local industries to identify issues and improve the regional business climate.

In this initiative, the EDC brings together local companies by industry cluster to understand needs and current trends impacting their business operations. Successful business attraction requires a track record of solutions for local businesses. By convening local industries to identify issues and then facilitate solutions for change, the regional EDC provides high value not only to business but also local jurisdictions and other partner organizations.

This approach enables a focus on solutions in a region-wide capacity, versus piecemeal effort at the local level. The Regional Prosperity Summit was a good start to draw out issues, yet an organization such as the EDC needs to monitor efforts for devising and implementing solutions. Otherwise employers become frustrated because they communicate issues without seeing action as to resolution.

In the absence of a regional economic development organization's involvement in this space, Lane County Economic Development Department in cooperation with TEAM Oregon Food Processing, the Springfield Chamber with the wood products cluster, and the Eugene Area Chamber with EduTech businesses, have been assembling for industry discussions. The EDC could transition into lead facilitator for these existing groups or work as a partner on issue solutions.

<sup>11</sup> <http://www.siteselectorguild.com/conference>

<sup>12</sup> <http://www.industryweek.com/expansion-managements-roundtable-series>

<sup>13</sup> <http://www.areadevelopment.com/consultantsforum/>

- ➔ Bring together local companies by industry cluster in a positive and cooperative environment to understand needs and current trends impacting their businesses and industry as a whole.
  - Invite local businesses of each priority industry cluster to participate in their respective informal roundtable. It may be necessary to identify key industry leaders as early adopters to garner broader and more responsive participation.
  - Let industry members drive agenda. Encourage participants to speak about their issues and challenges, such as attracting talent, skill development needs, etc. versus a guest speaker format, unless specifically requested by the group members.
  - Ask participating employers to set time of day and meeting frequency, i.e. breakfast at 6:30 AM on the third Friday of every month.
  
- ➔ Document issues and needs identified by local companies and work with local jurisdictions and partners on region-wide solutions. It is important to demonstrate action on solutions to build trust with industry and show that the Industry Roundtables are worth their time. These region-wide solutions will also support the Regional Marketer Initiative by augmenting the business cases for target industries. A sampling of potential issues:
  - Human capital: skills development and training needed; access to University of Oregon and Lane Community College graduates, challenges to recruiting talent to the region.
  - Infrastructure and Utilities: technical assistance to service providers and jurisdictions. For example, understanding the effluents of breweries as an industry standard for determining system development charges without an extraordinary business climate impact.
  - Innovation: how to access university resources for industry research.

## COMPETITIVENESS RECOMMENDATIONS

The Regional Competitiveness Assessment completed in preparation of this strategic plan draws attention to the following priority recommendations for enhancing competitiveness.

- Improve readiness of redevelopment areas for marketing.
- Develop a world-class industrial park, i.e. Goshen or College View Loop.
- Earn Oregon's certified site designation.
- Since more than 60% of site searches seek an existing building, develop or encourage private-sector speculative buildings that align with target industry requirements.
- Conduct third-party reuse assessment of Hynix facility to determine highest and best use as is and recommendations for enhancing readiness.
- Zone employment areas to meet the needs of target industries.
- Establish criteria of priority projects in order to offer free pre-development meetings, dedicated ombudsman service, deferment of system development charges and other fees.
- Document flow chart of entitlement process for each jurisdiction. Evaluate Best Practices, such as Ajax Ontario's Priority Path, to enhance service competitiveness.
- Develop conduit for businesses to tap into University of Oregon and Oregon State University graduates with the objective to retain talent with local employment.
- Work with partners for talent attraction marketing campaign.

➔ Seek understanding of evolving industry trends and value chains for local industry clusters.

- Track current trends via industry associations, First Research<sup>14</sup> subscription and Google alerts for both industries and local companies. Share findings with Industry Roundtables during meetings or a private LinkedIn Group for the industry cluster. Explore with local companies if they are experiencing the trends and issues revealed through research, along with the related potential impact to the region.
- Document value chains, potentially global value chains, of local companies and how they fit in each value chain. Solicit input from local companies on vendors and customers in order to identify prospects for business recruitment that could further expand the industry cluster and improve local businesses' logistics.

### 3) Partner Convener

**Goal:** Foster relationships with and among economic development partners in order to leverage resources and create synergies that result in more effective service to local employers and business recruitment prospects.

Economic development requires marketing of a region that encompasses many diverse components outside the control of the EDC. Partners are a crucial link to enhancing the business climate, improving competitiveness of site selection factors, and providing service. Building strong relationships with partners, focused on solutions for business, is an important role for a regional economic development organization as a means to market a compelling regional business case to prospective and local businesses.

There are a lot of public-sector and non-profit organizations working throughout the region in some form of economic development. However, innate challenges exist because diverse organizations, although all working in the economic development arena, often have different drivers and measures for success. Plus, it is all too common that non-profit and agency resources are limited. By working together and leveraging resources, the region will be able to achieve more.

Here is a sampling of key economic development partners:

- |                                   |  |   |
|-----------------------------------|--|---|
| ▪ Lane County                     | ▪ Lane Workforce Partnership                       | ▪ Neighborhood Economic Development Organization        |
| ▪ City of Springfield             | ▪ State of Oregon Employment Department            | ▪ Eugene Water and Electric Board                       |
| ▪ Springfield Chamber of Commerce | ▪ Lane Community College                           | ▪ Springfield Utility Board                             |
| ▪ City of Eugene                  | ▪ University of Oregon                             | ▪ Metropolitan Wastewater Management Commission         |
| ▪ Eugene Area Chamber of Commerce | ▪ LCC SBDC   | ▪ Emerald Valley High Performance Enterprise Consortium |
| ▪ Business Oregon                 | ▪ Regional Accelerator & Innovation Network (RAIN) | ▪ Travel Lane County                                    |
| ▪ Lane Council of Governments     | ▪ Willamette Angel Conference                      |   |
| ▪ Silicon Shirer                  |  |   |

<sup>14</sup> <http://www.firstresearch.com/>

- ➡ Host regular meetings to enhance communication and relationships among organizations that provide economic development services and resources.
  - The initial meetings may involve organizational review to understand each organization’s mission, current initiatives and measures for success. However, if the meetings continue to be “round robin” announcements and sales pitches for services, participation will be difficult to sustain.
  - Facilitate leverage opportunities between partners to work on solutions for issues identified by Industry Roundtables and identified through data synthesis in shared regional database (see action bullet below).
  - Identify where gaps may exist in service offerings. Work together to fill gaps with collaboration of resources.
  - Host economic development professionals from outside the region to share best practices and case studies regarding solutions to similar issues. Consider touring external areas to further investigate best practices first-hand.
  
- ➡ Establish and enforce confidentiality protocols<sup>15</sup> for working with local employers and prospects considering a location or expansion in the region.
  
- ➡ Host and manage regional database - online customer relationship management (CRM) system - utilized by EDC and partners for tracking interactions with local companies and business recruitment prospects.
  - The leading contact management system on the market, specifically designed for economic development, is Executive Pulse<sup>16</sup> ([www.executivepulse.com](http://www.executivepulse.com)). The Executive Pulse system enables client segmentation as well as collaboration among partners without risk of revealing sensitive client information. In addition to regional branding, each organization can have its own brand identity for input screens and reports.
    - Demo Executive Pulse.
    - Conduct partner training.
  - Document business issues via shared CRM. Drive changes and improvements in business climate, resources and regional assets.
  
- ➡ Market partner resources to local businesses via EDC website and channel local business contacts to respective jurisdictions and service providers. Foster an effective system for referrals within the regional partner network (and Executive Pulse) so that businesses can quickly access what they need. Although the EDC may not lead Business Retention and Expansion (BRE) programs, the EDC may be the first point of contact to facilitate local connections. A best practice for BRE is local outreach with technical assistance from the regional economic development organization as a partner.

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<sup>15</sup> A sample confidentiality agreement is provided in the Implementation Resource Guide.

<sup>16</sup> A description of Executive Pulse is provided in the Implementation Resource Guide.



- ➡ Provide technical assistance to local jurisdictions regarding industry needs.
  - Understand what types of industries that cities want in their community. Match industries to employment centers within the community based on capabilities to serve industry and alignment to community vision.
  - Identify any gaps in serving priority industries for specific employment centers. Document specific improvements needed (i.e. utility capacity, infrastructure, zoning, spec building, etc.).
  - Assist communities with technical assistance and funding resources for improvements.
  
- ➡ Support professional development and lead team preparation for competitive business recruitment.
  - Host training and relevant professional development programs for regional partners to enhance regional competitiveness.
  - Plan, coordinate and practice with partner sales team for site visits, external HQ meetings and other client interactions. Consistent messaging from all partners that is on point with client needs will make a very powerful impact in favor of the South Willamette region.

## IV. BUILDING & MANAGING THE ORGANIZATION

As a means to rebuild confidence in regional economic development, it will be important to demonstrate a sound organizational foundation. Crucial tactics for organizational structure, governance and funding must be put in place to earn confidence from potential investors. Fundraising must be well underway to attract experienced professional talent in economic development who will carry out the strategic initiatives as well as grow funding.

### 1) Organizational Readiness

**Goal:** Formally organize the EDC to support strategy implementation, including adequate funding and a competent team of professionals to build a best practice regional economic development organization.

#### a) Structure

The South Willamette Economic Development Corporation will be structured as a public-private model and 501(c) 3 non-profit organization<sup>17</sup>.

- ➡ Formalize by-laws for organization to align to new structure. Modify Lane Metro Partnership documents using the established 501(c) 3 non-profit designation.

#### b) Governance

Governance of the new EDC will involve an interim, start-up board of directors that will transition as private-sector investors come on board.

- ➡ The initial board will be composed of an elected official and appointed staff person from each public-sector funding jurisdiction (Lane County and the Cities of Eugene and Springfield) plus the Board Chair and President of the Eugene Area Chamber of Commerce, and the Board Chair and Director of the Springfield Chamber of Commerce.
- ➡ Transition to formal Board of Directors of nine to eighteen members.
  - Define criteria to serve on EDC Board.
  - Define board terms.
  - Define roles and responsibilities for board members, such as fundraising, monitoring organizational performance, etc.
- ➡ Create Executive Committee of three to seven members.
  - Define additional roles and responsibilities for Executive Committee members, such as managing contract for the EDC President & CEO, monitoring financials, etc.

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<sup>17</sup> Nationally, Economic Development Corporations are typically recognized by the IRS as 501(c) 3 non-profit organizations or 501(c) 6 business league organizations.

- ➔ Establish and conduct Board Member Orientation to review roles, responsibilities and protocols for confidentiality and conflicts of interest.
  - Create and adopt ethics policy for board members, staff and partners.<sup>18</sup>
- ➔ Organize Fundraising Committee to oversee hiring of fundraising consultant and manage campaign.

### c) Funding

The initial funding goal for the EDC is \$500,000, with 40% (\$200,000) from public sources and the remaining 60% from private sources (\$300,000). This level will put the EDC on par with peer organizations in Oregon, such as the Southern Oregon Economic Development Inc. (SOREDI) and the EDC for Central Oregon (EDCO). After initial start-up and the EDC earns credibility for performance, the funding goals should align to national best practices of \$5 to \$7 per capita, equivalent to approximately \$1,775,000 to \$2,500,000 for Lane County's population.

- ➔ Secure formal commitment from Lane County and the Cities of Eugene and Springfield for base \$200,000 public-sector funding.
- ➔ Hire fundraising consulting firm with a proven track record for fundraising success for economic development organizations. Define expectations, roles and timeline.
  - Identify private-sector candidate investors<sup>19</sup> for the EDC.
  - Identify partner organizations as candidate investors for the EDC, such as utilities and other service providers.
  - Identify other public agencies (i.e. rural cities) as candidate investors as for the EDC.
  - Define investment tiers.
  - Utilize the Big Look Strategic Plan as fundraising tool to communicate for what the funds will be applied. Consider putting other economic development programs, such as local business outreach programs, into the fundraising campaign to strengthen the appeal to investors.
  - Secure three to 5-year pledges for fundraising.
- ➔ Pursue grant opportunities that align to the EDC's mission and strategy fulfillment. For example, grants from the United States Department of Agriculture (USDA) Rural Development and the US Economic Development Administration (EDA) may support technical assistance for enhancing competitiveness, especially in rural, under-funded areas that have opportunity to serve the region as significant employment centers.

### d) Staffing

The search for EDC President & CEO should begin after the fundraising campaign is underway to provide confidence for candidates to see that the EDC is a well-funded enterprise.

<sup>18</sup> Example EDC ethics policies provided in the Implementation Resource Guide.

<sup>19</sup> The term "investor" infers investment in the future of the region versus the term "member" which connotes that a member will receive personal benefits as a result of membership.

### ➡ Hire President & CEO

- Organize Search Committee. The Executive Committee could serve as the Search Committee.
- Define position description<sup>20</sup> and compensation package.<sup>21</sup> A Certified Economic Developer<sup>22</sup> (CEcD) in good standing with IEDC should be given preference for hiring. An economic development professional that has earned this certification provides broad knowledge and experience in this specialized field. Experience with regional-level economic development organizations should also be of consideration because it is an essential ingredient to the success in this region considering local politics.
- Market opening on the IEDC and Oregon Economic Development Association (OEDA) websites.
- Post opening on LinkedIn groups: IEDC, CEcD, Economic Development 2.0, state association groups, such as OEDA, Washington Economic Development Association (WEDA), California Association for Local Economic Development (CALED), Texas Economic Development Council (TEDC), Southern Economic Development Council (SEDC), Mid-America EDC (MAEDC), etc.
- Receive applications.
- Conduct phone and in-person interviews.
- Conduct background checks and reference interviews.
- Negotiate contract.

The President & CEO will hire additional staff to build his/her team as the budget grows with fundraising. Other recommended positions to perform the work of the strategic plan include:

- ➡ Marketing/Research Director<sup>23</sup> (or Vice President)
- ➡ Office Manager – administrative support
- ➡ Student interns

## 2) Metrics

**Goal:** Monitor strategy implementation and track achievements.

Metrics help economic development organizations stay on track to desired objectives. Regular review of progress on initiatives enables reflection to adjust strategy. Clear documentation of work completed and accomplishments is also a high priority for investors to see that their money is utilized wisely.

<sup>20</sup> A sample position description is included in the Implementation Resource Guide.

<sup>21</sup> The International Economic Development Council (IEDC) conducts a survey of wages and benefits for economic development professionals about every 4 years. This study can be purchased for \$175 for IEDC members and \$245 for non-members.

<sup>22</sup> Refer to “What Employers Need to Know about the IEDC’s Certified Economic Developer Program” in the Implementation Resource Guide.

<sup>23</sup> A sample position description is presented in the Implementation Resource Guide.

### Strategic Initiatives Metrics

Initiative	Implementation Metrics	Outcome Metrics
<b>Regional Marketer</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Documentation of data and economic development services/resources.</li> <li><input type="checkbox"/> Establishment and consistent use of regional message platform.</li> <li><input type="checkbox"/> Development and consistent utilization of regional brand.</li> <li><input type="checkbox"/> Business cases completed for all target industries.</li> <li><input type="checkbox"/> Launch of new EDC website.</li> <li><input type="checkbox"/> Updates of data and other information to EDC website.</li> <li><input type="checkbox"/> Website traffic (# visitors, average duration of visit, website inquiries).</li> <li><input type="checkbox"/> Social media – # followers and active messaging.</li> <li><input type="checkbox"/> Quality leads generated from each tradeshow and conference.</li> <li><input type="checkbox"/> # outbound meetings with companies &amp; key influencers.</li> <li><input type="checkbox"/> # proposals.</li> <li><input type="checkbox"/> # prospect site visits.</li> <li><input type="checkbox"/> # exit surveys completed.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Lead/Prospect Pipeline <ul style="list-style-type: none"> <li>▪ # companies</li> <li>▪ # jobs they represent</li> <li>▪ Average wage</li> <li>▪ Capital investment they represent</li> </ul> </li> <li><input type="checkbox"/> Company Attractions <ul style="list-style-type: none"> <li>▪ # jobs</li> <li>▪ Average wage</li> <li>▪ Capital investment</li> <li>▪ Square feet leased</li> <li>▪ Square feet constructed</li> </ul> </li> <li><input type="checkbox"/> Economic impact to: <ul style="list-style-type: none"> <li>▪ Region</li> <li>▪ Community with location</li> <li>▪ Other communities in region that did not have location.</li> </ul> </li> <li><input type="checkbox"/> Client satisfaction survey results.</li> </ul>
<b>Industry Convener</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Number &amp; regularity of Industry Roundtable Meetings.</li> <li><input type="checkbox"/> Level of engagement from local businesses in Industry Roundtables.</li> <li><input type="checkbox"/> Issues identified.</li> <li><input type="checkbox"/> Documented industry value chains.</li> <li><input type="checkbox"/> Identification of recruitment prospects that fit in value chain.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Achievements to address issues and industry needs.</li> <li><input type="checkbox"/> Local employer satisfaction survey results.</li> </ul>
<b>Partner Convener</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Number and regularity of Partner Roundtable meetings.</li> <li><input type="checkbox"/> Adopted confidentiality protocols.</li> <li><input type="checkbox"/> Implementation of regional CRM database.</li> <li><input type="checkbox"/> Identification of common business issues through shared CRM database.</li> <li><input type="checkbox"/> Number of BRE referrals to partners.</li> <li><input type="checkbox"/> Professional development offerings.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Retained Companies (if threat of leaving) <ul style="list-style-type: none"> <li>▪ # jobs saved</li> <li>▪ Economic impact if company lost</li> </ul> </li> <li><input type="checkbox"/> Start-up &amp; Expanded Companies <ul style="list-style-type: none"> <li>▪ # jobs</li> <li>▪ Average wage</li> <li>▪ Capital investment</li> <li>▪ Square feet leased</li> <li>▪ Square feet constructed</li> <li>▪ Economic impact</li> </ul> </li> </ul>

### Building & Managing The Organization Metrics

Initiative	Implementation Metrics	Outcome Metrics
<b>Organizational Readiness</b>	<input type="checkbox"/> By-laws updated and registered with state and IRS. <input type="checkbox"/> Full Board and Executive Committee seated. <input type="checkbox"/> Established and adopted ethics policy. <input type="checkbox"/> Board member orientation completed. <input type="checkbox"/> Progress to fundraising goal. <input type="checkbox"/> Job announcements, interviewees and offer made to President & CEO.	<input type="checkbox"/> Active Board that holds staff and themselves accountable for strategy implementation. <input type="checkbox"/> Total amount of fundraising pledges. <input type="checkbox"/> President & CEO hired.
<b>Metrics</b>	<input type="checkbox"/> Quarterly review.	<input type="checkbox"/> Documentation of quarterly review presented to Board.
<b>Communications</b>	<input type="checkbox"/> Completed quarterly update reports. <input type="checkbox"/> Number of meeting presentations to jurisdictions. <input type="checkbox"/> Completed annual satisfaction survey of investors. <input type="checkbox"/> Annual report published. <input type="checkbox"/> Number of positive articles in The Register Guard and other local media outlets. <input type="checkbox"/> Successful Annual Event Celebration.	<input type="checkbox"/> Level of investor satisfaction.

### 3) Communications

**Goal:** Communicate what the EDC is doing and celebrate successes in a way that establishes the EDC as an effective resource for economic development initiatives.

Limited communication was one of the downfalls of the Lane Metro Partnership. As a result, one of the top requests from interviewed stakeholders was for more communication from the regional economic development organization. There are two main audiences for communications beyond marketing to business and key influencer prospects: investors in the organization and the community at-large.

#### a) EDC Investors

The objective for communicating with investors is to demonstrate high-value utilization. It will be important to update on strategy implementation metrics as well as outcomes achieved, especially return-on-investment analysis.

- ➡ Prepare quarterly update reports and distribute to investors via e-newsletter.
- ➡ Make regular (quarterly) presentations to County Commission and City Council meetings.
- ➡ Host regular “Coffee with the President & CEO” group sessions for investors to hear updates and ask questions (i.e. first Friday of each month).
- ➡ Conduct annual satisfaction survey with investors, and a separate survey of clients. Report results to board and investors. There are many variables in economic development that an EDC cannot directly impact. The quality of service is one thing that the EDC can directly improve.
- ➡ Publish annual report of accomplishments and feature case studies on businesses served.

**b) Community At-large**

The objective for communicating with the community at-large is to foster understanding of economic development and raise awareness of the EDC's positive impact on regional economic growth.

- ➔ Pursue opportunities for working with The Register Guard, such as regular meetings with the Editorial Board and offering to write a monthly guest column. Best practice EDCs have good working relationships with local media outlets. The President & CEO should also be accessible to locally-based television news.
- ➔ Celebrate “wins” with public announcements that recognize all partners involved.
  - News releases.
  - Groundbreaking and ribbon cutting events.
- ➔ Host Annual Event Celebration to honor employer growth and other accomplishments.
  - Hold in unique location that represents accomplishments of year, such as a tent on lawn of manufacturing facility that expanded or located during the year or a reception inside a new speculative building.
  - Ask new/expanding employers to talk about their company.
  - Invite community – donation/registration to cover meal.

# About TadZo

TadZo is an economic development and site selection firm led by Allison Larsen. Businesses and communities essentially want the same things: economic vitality, wealth creation, quality place and environment. TadZo works with communities to achieve these outcomes. TadZo also assists companies to identify communities with these attributes that support business strategy and competitive advantages.



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# Tadzo

The Intersection of Site Selection & Economic Development